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The Solicitors' Journal.

LONDON, JANUARY 30, 1869.

YESTERDAY THE COURT OF QUEEN'S BENCH, upon the application of the defendants, directed a writ of *certiorari* to issue, to remove into that court any indictment that may be found at the Central Criminal Court against the directors of Overend, Gurney, & Co., who have been committed for trial. According to the practice in cases of misdemeanour, the rule was absolute in the first instance; if the charge had been one of felony, the rule would have been to call on the prosecutor to show cause why the writ should not issue. At the suggestion of the Lord Chief Justice, it was arranged that the trial should take place in Middlesex instead of in the city of London, and, of course, it will be tried by a special jury. Consequently the first sittings for which the case can now be set down will be those in June, but, considering the arrears which there usually is in the special juries in the Queen's Bench at Westminster, it is scarcely likely that it would be reached in ordinary course in time to be tried at those sittings; if not, it would go over until December. It is possible, however, that the case might be taken out of its order, especially if the trial of election petitions is concluded, so that the services of a sufficient number of judges may be available, to prevent such an arrangement interfering with the other business of the court. The case will still have to go before the grand jury at the Central Criminal Court, and, unless an application is made to enlarge the recognisances, it will come before them at the sessions which commence on Monday.

SINCE THE REMARKS IN OUR LAST NUMBER upon the subject of the election petitions were written, two more cases have been decided in England, those relating to Guildford and to Bewdley. As regards the Bewdley case there is little to be said except that any other result of the case that was proved would have shown signal failure of the new system. The Guildford case, however, was by far the most doubtful of any that have been yet tried, and in fact as an honest opinion either way was upon the evidence equally possible, it was just such a case as under the old system must infallibly have been decided by the political majority upon the committee.

We do not quarrel with the decision of the learned judge in deciding as he did,—that the election was not void, but that there was so much ground *prima facie* for the petition that the petitioner should not be condemned in costs. At the same time we cannot but think that a decision that the sitting member was responsible (so far at least as the avoidance of his election was concerned) for the act of Handford and Mrs. Hughes would have been more in accordance with the decisions that have been given in other cases, and would have been absolutely necessary to ensure a satisfactory result if they had been proved guilty of corruption to a considerable extent, instead of in the single instance.

The theory that a candidate is responsible to the extent of the avoidance of his election for the unauthorised acts of the persons whom he authorises to canvass depends obviously upon this, that an authority to canvass is an authority to procure votes, which renders the principal liable to the extent referred to for the manner in which

they are procured. It is difficult to see any practical distinction between procuring votes by canvassing in the ordinary way by calling on the electors, and procuring votes by holding meetings at public houses, and there, if possible, talking over the electors. As we understood the evidence given in the Guildford case, there was sufficient to show that Handford had authority to procure votes in that manner, which indeed was the only method of canvassing adopted, and, therefore, though not a canvasser in the ordinary sense he was one in the sense meant in the rule that authorised canvassers are agents. Besides which, it is scarcely possible to doubt that the letter written to the two voters offering to pay their expenses was really an answer to the letter written by one of them, offering to come if their expenses were paid; and without at all doubting Mr. Onslow's statement in his evidence that he never received that letter himself, it may have been opened at his committee room, and it is difficult to understand how it or a knowledge of its purport can have reached Handford except through some one who had authority to direct how it should be dealt with. Thus there was a strong case for the petitioner on the question of agency, as Mr. Justice Willes himself points out, and we own we do not think the reason given for not acting on it is one which it is advisable to give much weight to in these cases, viz., that to hold agency proved would have been to impute perjury to two witnesses. If it comes to be understood that the oath of a person proved or admitting himself guilty of a corrupt act is to countervail what may be called circumstantial evidence as to his authority, it certainly would be very difficult to prove agency, as experience shows that evidence will usually be forthcoming. To take an instance, if the man Hardiment, who could not be found to attend the Norwich inquiry, had come and sworn that he had no authority to act in any way for Sir H. Stracey, ought that to have at all affected the result, after the evidence that was given of what he actually did in the way of canvassing.

While, however, we thus criticise some of the reasons given for the decision in the Guildford case, we ought to admit that there, as elsewhere at present, substantial justice seems to have been done; and, perhaps, now that the duty of jurymen in judging of facts is thrown upon the judges, they ought to have something of the privilege of jurymen of giving an open verdict, and be to a certain extent exempt from criticism as to their reasons for coming to a conclusion of fact. At Guildford the failure of the petitioner on all other points went a long way to show that the case of corruption to which we have been alluding was an isolated case; and whatever the theory may be upon the point, it is not to be wondered at if a judge in practice requires stronger evidence of agency where the result will be to avoid the election on account of a single corrupt act of the supposed agent than where such acts are numerous. At Norwich, although the member was unseated for the corrupt acts of a single person, yet those were so numerous that they might not improbably have actually affected the result of the election.

In Ireland a very important judgment has been given in the Drogheda petition. It has usually been held by Parliamentary committees that in order to avoid an election on the ground of intimidation or riot it is necessary to show that but for the riot the result of the election would have been different. At Drogheda the successful candidate had polled the votes of more than half the constituency, and, therefore, assuming that all the voters who did not go to the poll had been illegally prevented from voting for the petitioner, yet the result must have been the same. There was certainly evidence to show that the intimidation had been such that persons might actually have been induced by it to vote otherwise than they would have done, and not merely to refrain from voting, and thus possibly the sitting member's majority might have been reduced; but we are glad to see that it was not on this ground that the election was declared.

void. Mr. Justice Keogh, in a most able judgment, points out that, independently of the result of the particular election, the interests of the public and the liberties of the people are involved in the maintenance of freedom of election; and he clearly held that it was only incumbent on the petitioner to show that there had not been general freedom of election, without showing that the result would have been any different if there had. This judgment will doubtless be a leading case on riot and intimidation, and we have little doubt that it will be followed in England.

The *Pall Mall Gazette* suggests that since election questions are now tried by a more satisfactory tribunal, it may be worth while to raise the question whether all paid canvassing is not illegal, as coming within the words of the Corrupt Practices Act, 1854, which make illegal payments to any person "in order to induce such person to procure or endeavour to procure the vote of any voter." It is clear, of course, that no such result was intended, but as the *Pall Mall Gazette* remarks, the question is, what do those words mean as they stand. We do not think, however, that the words "payment to induce a person to do an act" are equivalent in meaning to "payment for services in doing it." If a man pays a shoeblack a penny for blacking his boots, the transaction would not be described as a payment in order to induce the shoeblack to black the boots, although of course he would not do it without payment. Giving, therefore, its ordinary meaning to the word "induce," the Act would we think be construed as only making illegal payments to canvassers which exceeded fair remuneration for services legitimately rendered, and were made for the purpose of securing influence, otherwise unobtainable, or for some other irregular object. To call on Mr. A. and request him to vote for Mr. B., and to note the result of the interview in a canvassing book with a view to ascertaining the probable result of the contest, is in itself a perfectly legitimate service, and a fair payment for such service would not, we think, be held to come within the ordinary meaning of the words quoted from the Act. But if it did, probably the proviso at the end of the section, excluding from its operation "legal payments," would cover the case. Of course a payment to procure a man's support and interest, as it is called, would be different. In saying that canvassing is legitimate we are by no means committing ourselves to the opinion that it ought not to be abolished; on the other hand, we are inclined to think this might be done with advantage, but that is on the ground of the abuses to which it almost inevitably leads rather than from any objection to it in theory.

MR. HAYES LAST WEEK, in his letter to this journal, pointed out an, at any rate an apparent, inaccuracy in Sir George Bowyer's letter to the *Times* of the 8th inst., on Primogeniture. Sir George Bowyer replies this week, pointing out, as he thinks, that the inaccuracy is only an apparent one, his conclusion being in reality identical with that of Mr. Hayes. We need not quote the passage from Sir George Bowyer's original letter, because he has himself done so. In writing that "you cannot convey to A. for life with remainder to his unborn son for life," he wishes to be understood as having meant that land cannot "be limited so as to suspend the absolute dominion beyond a life or lives in being and twenty-one years afterwards,"—or in other words, that "if lands be limited to a person *in esse*, with remainder to his unborn children, and afterwards to the children of such unborn children, the last remainder would be void." If this be Sir George Bowyer's proposition, he and Mr. Hayes undoubtedly do agree, but it is far from being the proposition laid down in his letter of the 8th to the *Times*. The fact is, that the proposition, "you cannot give an estate for life to an unborn person," which appears to have been frequently asserted, arises from a misconstruction of the terms in which the true rule is stated—viz., that you cannot give

an estate for life to an unborn person with remainder to his issue,—it being assumed that therefore you can neither give an estate for life to an unborn person, nor give a remainder to the issue of an unborn person—neither of which propositions are true.*

LAST THURSDAY the Court of Queen's Bench gave judgment in *Grey v. Westaway*, which raised the question whether a plaintiff in a superior court, who recovers in an action for slander a sum not exceeding £10, is entitled to his costs. Hannen, J., refused to certify for costs at the trial. The decision depended upon the construction of section 5 of the County Courts Act, 1857.

The Court held that that section did not deprive the plaintiff of his right to costs, as an action of slander cannot be commenced in a county court.

ON WEDNESDAY, after a nine days' hearing, the Lord Mayor decided on committing for trial the six defendants to the Overend & Gurney prosecution. Whatever may be the ultimate upshot, the case is undoubtedly one for trial; and the Lord Mayor could not in reason have arrived at any other conclusion.

One very remarkable result of the prosecution, so far as it has yet gone, is the evidence extracted from Mr. Edward Watkin Edwards, an official assignee of the Court of Bankruptcy. It appears from his own admissions that this person was paid at the rate of £5,000 a-year for affording to the old firm of Overend, Gurney, & Co., some species of assistance in their transactions. In what these services consisted Mr. Edwards, whose evidence was rendered on the "*non mi ricordo*" principle, found himself unable to say. He had, indeed, received £20,000, but he found it exceedingly difficult to remember the nature of the return he was to make. It seems, however, to have been expected of him that he would give the firm valuable information respecting the solvency and position of parties and concerns with whom they might be negotiating, and watch and conduct negotiations on their behalf. And here we may pause to remark that if a true account be given in Mr. David Ward Chapman's letter published in the *Times* of yesterday, Mr. Edwards' connection with the firm arose from one of the Gurneys' being struck with the "sagacity" displayed by Mr. Edwards while transacting with the firm some business relating to an estate with which he was officially connected. Now, if this be true, how was it imagined that Mr. Edwards could render valuable services? Was it anticipated that his official intimacy with the affairs of the Bankruptcy Court would enable him to afford information? If so, the impropriety of the transaction needs no comment. If, on the contrary, the idea was that Mr. Edwards, who undoubtedly has had a finger in many pies, would draw his information from sources other than the Bankruptcy Court, the transaction was only less improper. How was Mr. Edwards, in advising his employers from the stores of experience gained by him out of office hours, to keep safely locked up and untouched, in another part of his memory, that which he had acquired as an official assignee? The said memory being in his own opinion, none of the clearest. The position was certainly a singular one for an official assignee to assume. As to the manner in which Mr. Edwards discharged his duty towards his employers, it appears that besides the £1,000 a-year at lowest which he would receive as official salary, and the £5,000 a-year from Overend, Gurney, & Co., he pocketed large *douceurs* from those whom Overend, Gurney, & Co. paid him to look after. In fact, he took pay on both sides; which side he served best may be doubtful.—He cannot exactly remember what he did and did not do:—he received £2,000 from one man with whom he was negotiating on behalf of Overend, Gurney for the sale of two ships—received money from the

* *Vide Jarman on Wills* (3rd ed.) l. 262, where the whole point is completely discussed.

manager of a company who owed the firm a large debt which he had to "watch" on behalf of the firm;—has an "impression" that he did not receive anything from this man, but "will not swear that he did not"—"might have done so and forgotten it,"—received a yacht from that man—"but only a 25 ton yacht," and "as a friendly gift;"—"has a very bad memory for dates,"—"will not swear that he did receive money" from another company with whom he had transactions on behalf of his employers—"memory an entire blank on the subject." The Lord Chancellor may possibly have something to say to Mr. Edwards: for the rest, we only have to remark how strange it seems that after the lapse of so many years the public should now, for the first time, be learning what description of servant they have hitherto possessed in Mr. Edwards. It would seem that the office of official assignee is subjected to comparatively little supervision.

Perhaps a less remarkable result of the hearing before the Lord Mayor has been a change of attitude on the part of the *Times*, which is now "reluctantly forced to the conclusion that a *prima facie* case abundantly sufficient to justify a committal for trial has been established against the directors as a body," and so forth—the reluctance of our contemporary being apparently due to the fact of its having unmistakably attempted to write down the prosecution a few weeks before. This would be scarcely so unusual an occurrence as to be entitled to any notice were it not rendered amusing by the circumstance that the *Times'* law has veered round simultaneously, as *per* the following:—

The *Times*, January 5:

"But there is a wide interval between a fraud in the view of the Court of Chancery and a fraud which subjects the wrongdoer to penal consequences at law.

The *Times*, January 28:

"The acts of the directors were, there can be little doubt, fraudulent in equity; and the line of distinction which separates such conduct from fraud at law must be, if any there be, very fine."

Although it is improper to discuss the facts of a pending case, it is allowable to comment upon the law; we may therefore remark that the *Times'* second thoughts on that head have come nearer the truth than its first. The Court of Equity will avoid a contract for mere misrepresentation, though unaccompanied by "fraud," but before it will grant a personal remedy against the individuals who made the representation, a *scienter* must be shown, and the civil Courts of Common Law and the Court of Equity are at one upon that head. The Court of Equity is also disposed to assume a *scienter* when the parties on whom is cast a duty of testing the truth of their statement have abstained from doing so. (See *Henderson v. Lacon*, 16 W. R. 328).

It is a question for the Criminal Court to decide how far parties will be held penally responsible for making without inquiry statements which inquiry, if made, would have shown to be false. Such questions will always depend upon local circumstances. If, for instance, the question be, Does a statement so made amount to a statement made "knowing the same to be false?" the answer must depend upon whether or no there is reasonable evidence that the party suspected that which an inquiry would have shown. For we by no means imagine that absolute certainty would alone satisfy the phrase "knowing the same to be false." A parallel case is that of the reception of goods "knowing the same to have been stolen."

SIR CHARLES TREVELYAN'S letters have revived a controversy respecting the site of the new law courts, and a few of our contemporaries appear to accept as a foregone conclusion, that the Carey-street site, already cleared at great expense, will be abandoned for one on the Thames Embankment. "It is no secret," says one, "that the First Commissioner of Works is in favour of the change of site." Another suggests that the site already selected

and cleared will be the very thing for a "Palace of Industry." One thing must be admitted, and that is, that if, after choosing one site, purchasing it, turning out the inhabitants, clearing it, and basing our architects' competition upon its special attributes, we turn out to have laid hold of the wrong site after all, we have simply committed the most egregious and ridiculous piece of folly imaginable. For the sake, therefore, of our national reputation it is really to be hoped that our choice was the right one. Still, if it be indisputably proved that we did commit the unutterable folly of choosing the wrong one, with the right one close by, let us frankly write ourselves down as asses, and do our best to atone for our folly by repairing it while there is time. Is it, then, so indisputably clear that we did select the wrong site? We are entitled to put the matter in this light, because if the question be doubtful,—if the merits of the two sites are nicely balanced, it is certainly not worth while to re-open the matter and stultify ourselves at the same time.

The subject will no doubt receive an ample discussion when Parliament meets, which makes us less desirous of bestowing space upon it now, but in the meantime let us be careful to separate the practical from the sentimental. Many people are caught by the notion of a Palace of Justice looming grand and vast along the banks of the river. But as far as association is concerned, there is no particular reason why the law courts should frown over the river rather than over any other thoroughfare. The Thames at Somerset House, and the argosies which float on that portion of its bosom, are connected with the law courts by no idea which would not equally link them to the Railway Clearing House or the British Museum. Undoubtedly, a grand pile placed between Somerset House and the Temple will add immeasurably to the beauty of London. But that pile need not be the Palace of Justice; it might be the Palace of Industry, for instance. We can hardly imagine anyone seriously contending that the question of a site should be decided upon such a consideration, rather than with a view to its other capabilities, although Sir Charles Trevelyan, in his last letter to the *Times*, speaks of the question as "likely to be settled, after all, by the common-sense view that a magnificent embankment ought to be backed by handsome buildings." There are some *per contra* considerations to be looked at. In the first place, the Carey-street site stands midway between the four Inns of Court, and the convenience of the lawyers is the economy of the public. In the second place, the embankment site is limited, while the other site is not (a very material difference indeed). And, thirdly, the courts will be less accessible if placed on the river-bank, where they can only be approached in three directions, than if located on the present site, with access on all four sides.

THE REGISTRATION APPEALS.

No. IV.

On the first day this term appointed to take these cases the Court gave judgment in *Medwin v. Streeter*, the case from the borough of Horsham, referred to in our last notice (*ante* p. 70). They held, in opposition to the view taken in Ireland, that a claim to be rated in order to be equivalent to actual rating must be made before the 31st of July, the last day of the year of qualification. We cannot but regard this as a thoroughly satisfactory decision, not only as regards the immediate point, which in itself is of some importance, but particularly because a contrary decision would by its infringing on the general rule that the 31st of July is the day on which there must be a right to vote, and thus indirectly bearing upon many other points, have introduced considerable confusion.

On the cases standing in the list being called on, it became apparent that the course of public events had caused the general interest of the cases, as well as the zeal of the litigants in fighting unpromising points

much to diminish. In several cases counsel did not appear, in others they only appeared to state that the case was not worth an argument. As, however, the value of these appeal cases to those who are practically engaged in registration work depends not so much upon the real difficulty of points decided as upon the frequency of the occurrence of the difficulty, such as it is, in actual practice, some of these cases, though not argued, may be worth a passing notice. In two cases, *Barrett v. Clarke* and *Booth v. Clarke*, stated by the barrister for the borough of Denbigh, Sir George Honyman was instructed for the appellant, but no one appeared for the respondent, and as according to the rules of the Court the decision of a revising barrister cannot be reversed, although it may be affirmed without argument, Sir G. Honyman permitted the cases to be struck out, thus confessing that he could not have hoped to support the appeals, even in the absence of any counsel to oppose him. That this was a correct judgment we cannot doubt, and yet if decisions of the Court could have been obtained upon the points considerable discussion of them in revision courts in future might have been prevented. In each case the complaint was of an error of the overseer in describing the qualification of a person really entitled to vote. In one case, the name of the street in which the house was situated was wrongly given. In the other, the real qualification consisting of the occupation of two houses in succession, only one house was mentioned in the list. In each of these cases the barrister decided that the qualification stated in the list not being proved the name must be struck out, that he had no power of amendment so as to state the real qualification, and that no difference in this respect was made by the fact that the mistake was that of the overseer and not of the voter. Of course the voter might have remedied the mistake by sending in a claim upon the publication of the list. These decisions must now be taken by the admission of the appellant's counsel to be correct, and although there could never have been any serious doubt entertained upon them by any one who carefully considered the statutes and cases, yet the points, especially that as to the houses in succession, are constantly being raised. We noticed the cases on this point *ante* p. 24, in reference to some decisions of the Scotch registration courts. Another case in which the counsel engaged admitted the points to be unarguable was one from Wakefield, in which the barrister had decided in accordance with the erroneous views as to rating which we noticed *ante* p. 55, in our remarks on *Jones v. Bubb*. His decision was accordingly reversed. The Court then heard a case of *Robinson v. Ainge*, relating to a claim of the annuitants of a benefit society to vote in respect of certain real estates vested in the trustees of the society. The decision turned upon the special facts of the case, and is only important as furnishing another illustration of the rule, already sufficiently well understood, that the mere receipt of a certain sum annually for life from a fund which is the proceeds of real as well as personal estate, will not give a qualification, unless the annuitant has some right which he can enforce to be paid out of the specific profits of the real estate. The next case argued, *Fryer v. Bodenham*, 17 W. R. 294, involved a question as to the right of certain bedesmen to vote. The distinctions upon which these cases turn are always very nice ones. In the present case the revising barrister had disallowed the votes on the ground that the occupation of the bedesmen was eleemosynary. The Court, however, reversed his decision, acting principally upon the authority of *Roberts v. Percival*, 13 W. R. 365, in which it was pointed out by Exle, C.J., that, although the fact that the institution is of an eleemosynary character is most important in determining whether or not the occupants have an equitable freehold in cases where they receive the benefits through the intervention of trustees, who have to dispense those benefits in an eleemosynary manner, and, indeed, in such cases the fact is usually sufficient to

show that there is no freehold, yet, where there is no trustee, or where from any other facts it appears that the occupants really have themselves a freehold, their votes are not affected by the fact that the motives of the original founder may have been eleemosynary.

In the last case argued this term (*Trotter v. Watson*) the facts were extremely complicated and peculiar, and consequently, although many points, and some of considerable importance, were touched upon in the argument, the decision eventually arrived at will probably not be of very general application. Thus much, however, was decided, that a person cannot be entitled to vote as equitable owner of a term of years unless he has at all events an absolute and unconditional right to demand at once to have the term legally vested in him. Upon the facts of the particular case it was clear not only that the time had not come when the supposed equitable right of the claimant to a lease would in ordinary course be converted into a legal title, but also that the consent of a third person would have to be obtained before that could be done. It was, however, suggested upon the argument that before any person can vote in respect of a term of years, the term must be actually and legally created, and there seem many arguments deserving of consideration in support of this contention. The case was further complicated by the fact that the claimant had no contract with the freeholder, but only with third persons, who again had themselves no contract for a lease to themselves, and also by questions of value arising out of the payment of instalments to a building society. Thus it was scarcely to be wondered at that the case occupied a day, although the point ultimately decided was tolerably plain.

There remain now for next term five cases, of which, however, three relate to very similar points—viz., the right of members of the university, graduate and undergraduate, and in respect of rooms in and out of college, to vote for the borough of Cambridge. We are not exactly aware how the facts are found in these cases, but we should imagine that, independently of the questions as to disqualification, which are probably left in considerable doubt by the various enactments, the nature of the occupation of the qualifying tenement can seldom, if ever, suffice to give a vote. Besides these cases, there is one which relates to the question what constitutes a freehold interest in land, and is probably not a case of general application, and another case as to the amount of deduction as a charge upon premises which ought to be made from their annual value in respect of instalments to be paid to a building society. The question as to the proper principle upon which such deductions ought to be made very frequently arises. It is, of course, obvious that when a man enters into possession of premises for which he is to pay by annual instalments, the amount of the instalments must usually exceed the annual value, and, therefore, if the whole amount of the instalments are to be deducted, the value so reckoned cannot amount to 40s. On the other hand, although at first his interest in the premises may be worth little or nothing, yet, long before he has paid all the instalments, his interest in the premises, in consequence of the amount paid, will be of such an amount as would produce more than 40s. annually. Three cases have already been before the Court upon this point (*Copland v. Bartlett*, 6 C. B. 18; *Beamish v. Overseers of Stoke*, 11 C. B. 29; and *Robinson v. Derby*, 12 W. R. 202), which are by no means easy, if not impossible, to reconcile. The arguments in the case we are now referring to were commenced, but it was adjourned, in order that a copy of a deed referred to in the case, but which was not forthcoming, might be procured. It is to be hoped that a rule easy of application to the numerous building-society cases which turn up in revision courts may be laid down when this case is decided.

Although the appeals are not yet all heard, it has become apparent that many of the most important prac-

tical questions which arose on the last revision will be left undecided for another year. There has been, and will be, no decision throwing light on the lodger franchise, nor upon the proper description of the new £12 county franchise, and the barrister's power of correcting overseers' mistakes by amending inaccurate or insufficient descriptions. Probably the Legislature may interfere by a fresh Registration Act, but even if they do not, it is probable that the discussion which these points have now undergone may secure a greater uniformity of practice than there was last year.

LEGAL EDUCATION.

No. II.

The system of education in the Inns of Court, which we have seen in full operation as early as the fifteenth century, seems to have remained unchanged for two hundred years at least; and throughout that interval we are able from time to time to obtain tolerably clear views of its working. In the reign of Elizabeth both Bacon and Coke complain that the readings were not then as good as they had been, the readers being prone to substitute mere ingenious subtleties for useful exposition. But Coke's general account of the inns is favourable. He tells us (3 Rep. Introduction) that there were in his day eight inns of chancery, "for the young student, which most commonly cometh from one of the universities, to learn there the elements of the law." In each of these inns of chancery there were about forty students. In each of the four inns of court there were about twenty readers (i.e., benchers who had *ex necessitate* passed the readership), of outer barristers over sixty, and of students one hundred and sixty or eighty: "In which houses of court and chancery the readings and other exercises of the laws therein continually used are most excellent and behoofful for attaining to the knowledge of these laws." At this time, though the ordinary period of pupillage was still seven years, it was not unusual by special favour, on the ground of distinguished attainments, and perhaps for other causes too, to admit students to the bar early than the regular time. Thus Coke, for his singular learning and diligence, was called to the Bar by the Inner Temple after five years.

The race of lawyers who received their legal education during the reign of James I., the generation of which Selden was the most distinguished, appear to have been to a large extent trained under the old system in its entirety. But during this and the following reign one portion of the system was beginning to decline, that is, the use of the inns of chancery as preparatory places of learning. Thus, Sir Matthew Hale, who was admitted at Lincoln's-inn in 1629, never was a member of an inn of chancery, though some at least of his contemporaries were so. And during the civil war, and the troubles which preceded and followed it, it is pretty clear that the inns of chancery entirely lost their character of places of abode and education for students. They never regained it, but from this time they ceased to have the slightest importance in connection with the subject which we are considering. Some few meaningless forms were still kept up. Even within living memory, we believe, the inns of court have gone through the farce of sending readers to some of the inns of chancery; but they might just as appropriately have been sent to the Charing-cross Hotel. For the inns of chancery are and have long been simply blocks of buildings, the property of private persons, and occupied generally for residence or business by attorneys; there being, in some cases, some sort of organization among the occupants for social purposes, giving to the whole something of the character of an eccentric sort of club.

During the troubles of Charles the First's reign, and the period of the Commonwealth, the educational system at the inns of court was also, as might be expected, much interrupted, and the moots and exercises were not carried on with their old regularity. But Parliament made ef-

forts to enforce the observance of the ancient rules and the maintenance of the ancient institutions. And that these efforts were not wholly without effect, we may learn from the life of Lord Keeper Guildford, who was a student during this period, and who attended the moots with a diligence and earnestness which his relative and biographer describes with his usual conceited satisfaction. After the Restoration serious attempts were made to insist upon the old system at the inns of court being carried out in its integrity. But from the long interruption which the great plague caused, and from many other causes, the time was most unfavourable; and the very frequency of the orders and directions framed by the judges upon the subject at this period is very strong to show that a system which needed so much support from without was in its decline. One thing, at least, is clear, that within a short time afterwards the readings, moots, and all the exercises of the inns had either dropped out of use altogether, or had dwindled away till they had become the merest and emptiest forms.

After the old practice of readings and moots had either ceased to exist altogether, or ceased to exist to any real purpose, there appears to have been an interval of long duration, probably not less than sixty or seventy years, during which no system of teaching law, formal or informal, regular or irregular, sprang up to take the place of the old system, which had been allowed to fall into disuse, but every student was left to do that which was right in his own eyes, and to pick up his professional knowledge as he could. During this period some eminent lawyers, like Lord Maclesfield and Lord Hardwicke, began their legal career and acquired their first knowledge of the law in an attorney's office. Others, like Lord Mansfield, seem to have relied wholly upon their own reading and attendance upon the courts. But in time a new mode of learning law and the practice of the law came into vogue, by which each student who could afford it became the pupil of a barrister or special pleader, and learned what he could by working at his master's cases, and picking his master's brains. It is generally said that the system was introduced by Buller; but there is reason to think that, though he did much to increase its popularity, the system itself was older than his time, and arose very gradually. Buller himself was the pupil of Ashurst, afterwards his colleague on the bench.

From the time that this practice thus came into vogue down to about twelve or fifteen years ago the course which students of law went through in preparation for the exercise of their profession remained the same. A student might read for himself in private. He might learn what he could in the chambers of the practitioner to whom he became a pupil; and he might gain what knowledge he could by sitting in court. With regard also to this last mode of instruction it ought to be observed that down to a recent date students were provided in each court with a special place, and that place close to the Bench, and that such judges as Lord Mansfield and Lord Kenyon used specially to explain to the students beside them the legal bearings of the case before them, and each point of law which arose in the course of it. We need not tell our readers that students in the present day enjoy no such advantages.

We have thus traced the history of legal education to a point at which those bodies which were supposed to exist for the very purpose of education, the Inns of Court, had but absolutely retired from all share in education. They provided neither teachers nor teaching; they offered neither encouragement nor advice to their students. What has been done since, and what may be done hereafter, in the way of improvement we shall consider in another article.

A Florida judge—Mager by name, of the Tampa Circuit—according to the *Floridian*, recently fined a newspaper correspondent for "contempt of Court," in criticising a speech made by the judge at a political meeting.—*Chicago Legal Journal*.

RECENT DECISIONS.

EQUITY.

UNPAID LANDOWNERS AND THE RAILWAY COMPANIES ACT, 1867.

Robertson v. The Wretham, Mold, and Connah's Quay Railway Company, V.C.G., 17 W. R. 137.

This was a suit of the ordinary type by an unpaid landowner against a railway company for specific performance and other relief. The defendants, who had filed a scheme of arrangement under the Railway Companies Act, 1867, applied by summons under that Act to stay proceedings in the suit. It will be observed that the scheme had not been confirmed within three months of it being filed, as the Act requires, nor had any application for an extension of time been made and granted; so that it would appear that it was now incapable of confirmation. But the Vice-Chancellor, nevertheless, treated it as pending for the purposes of the summons. It will be remembered that the decision of Lord Cairns in *Re Cambrian Railway Companies Scheme*, 16 W. R. 352, L. R. 3 Ch. 278, was, that the Court has jurisdiction under section 7 of the Act to stay the proceedings of unpaid landowners, and that this jurisdiction is not taken away by any provision as to landowners' claims not being affected in section 23. Such proceedings, however, it seems will only be restrained during the maturing of the scheme, and not, as we submit, when the three months have elapsed and the confirmation of it become impossible. His Lordship, moreover, said that landowners' proceedings ought not to be stayed, unless the scheme were such as to make a reasonable provision for their claims.

The scheme in the present instance was not a fraud on the landowners, or a contrivance for providing, "not that the landowner should be paid, but that he should not be paid," but it was a scheme expressly for providing means for the payment of the landowners in full. His Honor, however, seems to have declined to adopt a view which might lead to the claim of a landowner being delayed longer than during the maturing of the scheme, where the scheme ultimately fails of taking effect; and the result was a decree taken by consent for the payment within three months of principal, interest, and costs, with liberty to apply, on the chance of the defendants propounding within that period a new scheme.

COMMON LAW.

DEED UNDER THE BANKRUPTCY ACT, 1861, S. 192—UNREASONABLENESS.

Bissell v. Jones, Q.B., 17, W. R. 49.

Hart v. Smith, Q.B., 17 W. R. 158.

When the Courts first had to decide upon the validity of deeds under section 192 of the Bankruptcy Act, 1861, as against non-assenting creditors, there was a decided tendency to restrict as much as possible the power of binding a dissenting minority of the creditors, which the Act had conferred upon the majority. After many decisions, in which the Courts held that a non-assenting creditor was not bound by a deed which contained unreasonable provisions, it has at last been settled by *Bailey v. Bowen* (16 W. R. 396), and *King's case* (16 W. R. Ch. 57), that the reasonableness of the provisions of a deed under section 192 is a matter for the consideration of the creditors; and if the requisite majority decide upon certain terms, those terms must be considered reasonable unless they cause an inequality amongst the creditors or there is fraud in the transaction.

In *Bissell v. Jones* this principle is fully carried out. A deed under section 192 of the Act conveyed a debtor's property to trustees, who were creditors, on trust to pay the creditors 5s. in the pound, and to hold the surplus, if any, for the benefit of the trustees until the trustees were paid 15s. in the pound.

The trustees also covenanted with the creditors to pay them the 5s. in the pound. In this deed there was, therefore, an inequality between the creditors. The trustees were in a position entirely different from that of the other creditors, and this position might be better or worse than that of the other creditors according as the debtor's estate turned out well or ill. The Court decided that the deed was valid, and Lush, J., puts the grounds of the decision very clearly. He says:—"Where a deed made in accordance with the provisions of the Act places the assenting and non-assenting creditors on an equal footing, that deed is valid, and we have no power to inquire whether the clauses are reasonable or not." This, then, seems to be the best way of expressing the rule laid down by *Bailey v. Bowen* and by *King's case*. The deed must be not for the equal benefit of all the creditors, but the assenting and non-assenting creditors must be placed upon an equal footing.

This extensive power of the majority is, however, restricted to dealings with the insolvent estate. If a majority attempt to impose a personal liability upon creditors, although equally imposed upon the whole body of the creditors, the deed is invalid, as the Act only contemplates an administration of the debtor's estate: *Wingfield v. Nicholson*, (16 W. R. 1038).

The object of the deed must also be the carrying out of the primary intention of the Act, viz., the rateable distribution of the debtor's property amongst his creditors for the benefit of all. This was first decided in *Ex parte Conen*, 15 W. R. 859, and the principle has been followed and approved in *Hart v. Smith*. The Court of Queen's Bench in the latter case laid down that an arrangement by a majority of creditors must, in order to bind the minority, be made *bonâ fide*, "and the *bonâ fides* of such an arrangement depends upon its being made with the intention of being beneficial to the general interest of the creditors, and not for the benefit of the debtor, independently of that of the creditors;" and again, "the statute assumes that the creditors who are acting in making the deed are doing so in that capacity—that is, as persons looking after their own and the general interests. If they come with a view solely to release the debtor from his liability, that is not acting as the statute intended, and their proceedings will not bind the minority."

The question in *Hart v. Smith* arose upon a demurrer. The declaration was on some bills of exchange, plea a composition deed under section 192 of the Bankruptcy Act, 1861; replication, that the majority assented to the deed "solely from motives of benevolence and kindness to and for the defendant, and for his sole and only benefit, and without any just regard to the rights or interests of the debtor's other creditors," &c. &c.; and that the composition was in truth only a nominal composition, and wholly disproportioned to the assets of the defendant. This plea was held good on the grounds above stated.

As this point was decided on a demurrer, no question arose as to the evidence that would be necessary to support such a replication. It is clear that in the great majority of cases it would be impossible to prove the facts alleged in the replication in *Hart v. Smith*. The only evidence that would be likely to convince a jury would be the fact that a clearly inadequate composition had been accepted. This is not often the case, and the point of law here decided will therefore but seldom arise in practice. The decision is nevertheless of importance, as it enunciates a clear principle for determining the validity or invalidity of these deeds to which such a wide scope is given by *Bailey v. Bowen* and *King's case*. The effect of these cases is now somewhat limited by the three decisions we have mentioned—viz., *Wingfield v. Nicholson*, *Ex parte Conen*, and *Hart v. Smith*, which restrict within reasonable bounds the extensive powers possessed by a majority of an insolvent's creditors.

There were some other points in *Hart v. Smith*, but they are not of sufficient importance to call for notice here.

SHERIFF—ESCAPE—RELEASE OF DEBTOR BY ORDER OF REGISTRAR OF COURT OF BANKRUPTCY.*Hargreaves v. Armitage*, Q.B., 17 W. R. 140.

The decision of this case involved a question as to the liability of a sheriff who had discharged a debtor from custody upon an order of the Registrar of the Bankruptcy Court. The question arose upon cross demurrers to a plea and a replication in an action against the sheriff for an escape. The facts stated on the pleadings were that the order was improperly given, inasmuch as it should have been made by a commissioner, and by virtue of a general order a registrar could not act for a commissioner of the Bankruptcy Court without an express request in writing by such or some other commissioner, except in cases of emergency; and it was then alleged that the registrar whose order the sheriff obeyed had not been duly requested to act by a commissioner, nor had any emergency arisen.

On the pleadings, therefore, it was clear that it must be assumed that the registrar made the order improperly, and it was contended that the order was consequently void, and that the sheriff was liable for having discharged the debtor, as he had done so without any legal authority. The Court, however, did not concur in this argument, and they held that the order, although improperly made, was a sufficient authority to the sheriff, who could not be under a duty to inquire into the validity of an order which on its face appeared to be regularly made.

This decision agrees with the case of *Lloyd v. Harrison*, (14 W. R. 737) where it was decided in an action against a sheriff for a false return and an escape, that a certificate of the filing and registration of a deed under section 192 of the Bankruptcy Act, 1861, was a sufficient authority to the sheriff to discharge the debtor from custody, although the deed was in fact invalid, and did not operate under the Bankruptcy Act, 1861, and was not binding upon the plaintiff, at whose suit the debtor had been arrested, and who was a non-assenting creditor.

The principle of *Lloyd v. Harrison* and of *Hargreaves v. Armitage* is the same. In each case an invalid document was handed to a sheriff which appeared upon its face to be valid, and the sheriff was held to be protected in acting under the document, as he had practically no means of ascertaining whether it was valid or not.

REVIEWS.

The Parliamentary Elections Act, 1868, and the General Rules of Michaelmas Term, 1868, with an Introduction, Notes, and Analytical References, and a copious Index. By WILLIAM H. BIRLEY, of Lincoln's-inn, Barrister. London: William Amer, Lincoln's-inn-gate.

This little work probably meets a want of the day in furnishing to the practitioner a portable edition of the Parliamentary Elections Act and Rules, with references from the one to the other, and an index. The reader must not expect to find any guide to the solution of such difficulties of construction as the Act or the rules afford, for the author does not give, and apparently does not profess to give, any. The introduction consists principally of a history of previous legislation, or attempted legislation, and of the evils intended to be remedied, which will doubtless be instructive to those not previously acquainted with it, but is scarcely minute enough to be of use as a clue to the construction of the present Act. The merit of the work consists almost entirely in the completeness of the references and index; but while we must say that we are unable to detect any deficiency in this respect, we cannot give unqualified praise to the manner in which the references are given. The great aim of the author appears to have been brevity, and this he has attained at the expense of the occasional inconvenience of his reader. Thus, although at each of the places in the Act where the word "prescribed" occurs, which, as our readers are probably aware, are very numerous, we are referred to sections 3 and 25 of the Act relating to the meaning of the word prescribed and the making of rules of court, and are also referred to the page of the

book where the rule made on the subject is to be found, yet we are never told the substance of the rule, even where it could be done in a word, but have to turn over the pages to refer to it. For instance, upon the phrase "prescribed time," which occurs many times, it would be far more useful to say, "five days, see Rule 26, p. 76," than to say "prescribed time, i.e., as prescribed by the Rules of Court, sections 3, 25. See Rule 26, p. 76." The latter form adopted by the author gives perhaps more information when the reference is made, though we think the additional information might be given once for all, instead of being always repeated, while it certainly gives at first sight much less information, and requires the reference to be made in order to give the reader the information which is probably the only thing he wants, viz., the number of days which the rules prescribe. We must also notice a practice which the author has of repeating the substance of sections by way of explanation. These explanations (of which the note (f) to section 36, at page 50, is perhaps the most conspicuous example), are intermediate in length between the marginal note and the section itself, but as a rule are neither more nor less intelligible than either. Of course they are harmless, but where, as in the present case, much is evidently sacrificed for the sake of brevity, useless matter should be carefully avoided. We make these remarks rather for the benefit of future annotators of statutes of the day, than in depreciation of the work in question. After all, what the practitioner wants in such a work is that he may be able by the use of the index to refer to that part of the enactment which he requires, and may also, when reading one part, have his attention drawn to any others which have a bearing upon it. This assistance Mr. Birley's index and notes give, and the manner of giving it is of minor consequence.

Doctors' Commons; its Courts and Registries, with a Treatise on Probate Court Business. By G. J. FOSTER, formerly Clerk of the Papers of the Prerogative Court of Canterbury, now of her Majesty's Courts of Probate and Divorce. London: Reeves, Son, & Co. 1863.

The object of this book, as stated in the preface, is "to place before the reader a view of the courts lately and now connected with Doctors' Commons," and "to afford the most uninitiated person a knowledge of what should be done in bringing any case or cause before the Court." The course which the author has thus marked out for himself is rigidly adhered to throughout the volume, which does not in the least resemble an ordinary book of practice full of the latest decisions and *dicta* on all matters of procedure. Indeed, to refer to reported cases would be foreign to the object of the work, which is to explain the office machinery by which suits may be commenced, continued, and ended. The book is, in short, little more than a carefully-arranged epitome of many statutes, rules, and orders, digested under appropriate heads, and furnished with references. It does not profess to give information to those who are already acquainted with the practice of these courts, but it rather aims at saving beginners the labour of reading the confused mass of rules and statutes by which that practice is regulated.

The way in which Mr. Foster deals with this subject may be illustrated by reference to the chapter on County Courts, which, of course, only touches on their testamentary jurisdiction. First of all, section 10 of the Probate Act of 1859, which now gives testamentary jurisdiction to county courts, is set out verbatim. Then follow sections 55, 56, 57, 58, 59, and a portion of section 60, which regulate the procedure in county courts in these matters. This constitutes the whole of the chapter. We do not mention this as being any fault in the book, but as an example of the author's method of dealing with his subject. In describing the nature of the Courts which have not been created by statutes, Mr. Foster is obliged to use his own words, but whenever he can he prefers to give the actual words of the rule or section of which he is treating. The consequence of this method is that the original portion of the work is much smaller than that which is merely arranged, and indeed the last eighty out of the 240 pages of which the book consists are wholly occupied with an appendix of forms.

The most remarkable thing in this work is the statement in the preface that reports of judicial decisions are divided into three classes, "reports by Advocates of Doctors' Commons, by Barristers, and by the Council of Law Reporting,"

which, to say the least, is a rather extraordinary division. It appears from a note at p. 147 that the author proposes to publish another volume, dealing with bills of costs and other matters.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, January 28, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
6	0	8	2	11	14	14	14	10	9	14	17

COURT OF QUEEN'S BENCH.

(In Banco, before the LORD CHIEF JUSTICE and HANNEN and HAYES, JJ.)

Jan. 23.—*The Queen v. Francis Russell, Esq., Clerk of the Peace for the County of Kent.*

This was a *quo warranto* against Mr. Francis Russell, barrister-at-law, to show cause why he holds the office of clerk of the peace for the county of Kent. It was moved on behalf of Mr. Wildes, the late clerk of the peace, to question the validity of his own removal. The case was stated on a special verdict, in order to raise the question as one of law for the opinion of the Court. The office of clerk of the peace is a freehold office, and the holder cannot be dismissed except for wilful misconduct, and the question was whether Mr. Wildes had been guilty of such misconduct. His dismissal had been thus:—There had been a dispute between him and the magistrates as to certain fees which he claimed to be entitled to retain. They stopped his salary on account of his retention of the fees. He moved for a *mandamus* to the magistrates to pay him the arrears, and this Court refused it, on the ground that he was not entitled to retain those fees. The magistrates made an order for the payment of their costs of these proceedings out of the rates to a Mr. Scudamore, the attorney whom they had employed. It would be the duty of Mr. Wildes, the clerk of the peace, to register or record on the minutes of the Court this order, and he was directed so to do. He objected to do so on the ground that the usual course was that the bills in detail, having been first examined by the Finance Committee, should be produced and allowed in open court, and that, in this case, for some reason, that course had not been pursued, but a mere memorandum of the amount of the bill was produced.

In January, 1865, Mr. Wildes wrote to Lord Romney, Chairman of the Court of Quarter Sessions:—"I considered it my duty not to enter the order, but to report to the next Court upon the subject, deeming the order to have been irregular." To this Mr. Scudamore, on the part of Lord Romney, replied, that the order had been regularly made:—"I am therefore directed by Lord Romney to require that it be recorded." Mr. Wildes replied that he considered that in doing so he should be acting contrary to his duty, and that he therefore declined to record it. He made a report to the next Court of Quarter Sessions, setting forth the facts, and referred to a statute of 15th Vict., providing that any order for the payment of money by the treasurer should be made in open court, and that no order not so made should be valid; and he therefore submitted that there had been no valid order to pay the bill, or record that order, and that therefore he should have been acting contrary to his duty in recording the order for payment, and he concluded in these terms, that he had considered it his duty to bring the matter before the Court for its serious consideration. The Chairman then said to Mr. Wildes, "I understand that you still refuse to register the order," to which he replied, "I do." This was the refusal relied upon; it was referred to the Finance Committee to consider what steps should be taken upon the refusal of Mr. Wildes to register the order, and that his report be referred to the committee. After this Mr. Wildes, being applied to for a certificate of the order, declined to give it. The Finance Committee made a report to the effect that they had taken the opinion of counsel on the subject of the refusal by the clerk of the

peace to enter the order on the proceedings of the Court, and had communicated with the County Treasurer, who had preferred a complaint against him. The Court then ordered the matter to be considered at the next adjourned Sessions. Mr. Wildes thereupon wrote to Lord Romney to the effect that he had intended to submit to the Court whether he would be right in drawing up the order on the memorandum of the bill without the production of the actual bill, but as he had been prevented from doing so, he thought there would be no impropriety in drawing up the order in the form inclosed. To this Mr. Scudamore, on the part of Lord Romney, replied that he declined any discussion. "A day has been appointed for the hearing of the treasurer's complaint against you, and this will be the proper time for your making any explanation." Mr. Wildes applied for the bill in order to enable him to draw up the order, but it was refused. In May, 1865, the complaint of the County Treasurer was heard before the Court of Quarter Sessions, and on that occasion all the matters above stated were given in evidence, and witnesses were examined. The clerk to the Finance Committee and to the County Treasurer stated that the course of business was that the bills were sent to the Finance Committee, and when approved by them were marked with the initials of any three members, and presented to the Court with the report of the committee—"Seen and approved by three justices," and then handed to the treasurer, and by him to the clerk of the peace, who then drew up the orders for their payment. That course, he said, had been taken, upon this occasion. The chairman put to the court the question whether these bills should be paid, and then they were handed to the clerk of the peace for him to draw up the order for payment, and the orders were drawn up as to all the bills except the one in question, which was not drawn up, and the witness stated that in no instance had this ever occurred before. All the bills were in his custody as clerk to the Finance Committee until the order for payment was made, and then they were handed to the clerk of the peace for the purpose of drawing up the order for payment. The bill, however, in this particular instance, was a general statement of the account, "full particulars of which have been already submitted to the Finance Committee."

Mellish, Q.C., C. Pollock, Q.C., and Archibald, for Mr. Russell.

M. Chambers, Q.C., and Gates, for Mr. Wildes, urged that from the nature of his office he had a right and a duty, as the legal officer of the court, to remonstrate and make representations against anything he deemed an irregularity in their proceedings; that up to the occasion of Mr. Wildes' report to the Court of Quarter Sessions, when he submitted the grounds and reasons of his refusal, there had been no contumacious refusal to record the order; and that what then happened was not so much a refusal on his part as a hasty assumption of it by the Chairman. There never had been an absolute refusal; at all events, not a contumacious refusal.

COCKBURN, C.J., said there were two great questions—first, whether the Court could enter into the question of the misconduct; and, 2nd, whether, if so, there was adequate evidence of it. Upon the first question they were satisfied that the Court of Quarter Sessions had jurisdiction to enter into the alleged misdemeanour. Then arose the question whether, supposing it proved, it amounted to a sufficient cause for removal from the office. He could not doubt that it did. The clerk of the peace might be justified in remonstrating or bringing his objections before the Court; but, if having done that, he persisted in wilful disobedience to the order, all subordination would be at an end if such conduct was to be allowed. There would, therefore, be a sufficient cause of removal if a wilful refusal was proved. Then came the question whether it was so proved. But first there was this most important consideration—whether this Court could enter into that question, seeing that there had been a judgment of the Court of Quarter Sessions. The Court considered that they could not enter into it, for the Court of Quarter Sessions having jurisdiction to enter into it had entered into it, and had lawfully determined it. They had heard evidence, they had determined upon the charge, and this Court could not, according to established principles, overrule their decisions. For himself, after the most careful consideration of the case, he could come to no other conclusion than that Mr. Wildes, from whatever cause—be it from anger

or from obstinacy—did wilfully refuse to enter the order. There was this awkward circumstance,—that the matter was one in which he had been personally interested, which very likely might have caused some irritation in his mind. But, however that might have been, although his language up to a certain period might have been explained as amounting merely to remonstrance, after that time it assumed a different character and amounted to wilful refusal. The written remonstrance addressed by him to the Court might have been doubtful, but on its being read in court, and on his being asked by Lord Romney, "Do you still persist in refusing to enter the order?" he answered, "I do;" and the answer was without qualification. What made it clearer was that there was a resolution that it be referred to the Finance Committee to consider the refusal of Mr. Wildes to register the order. It was his duty as clerk of the peace to record that resolution, and yet he did not explain or retract the "refusal" it alleged. The natural and irresistible conclusion was that he intended a wilful refusal. That being so, there could be no doubt that it was a wilful refusal, and a misdemeanour which justified his removal from the office. Whether, after the eleven years of Mr. Wildes' service, and after his subsequently expressing his submission, it would have been well to excuse his offence, this Court could not, of course, consider. It was enough to say that there was sufficient evidence of a legal offence which would justify the removal. Upon both grounds, therefore, the Court came to the clear conclusion that they were bound to give judgment for the defendant, Mr. Russell.

HANNEN and HAYES, JJ., concurred.

Judgment for the defendant, Mr. Russell, who therefore retains his office.

(In banco, before the LORD CHIEF JUSTICE, LUSH and HAYES, JJ.)

Jan. 26.—*Osgood v. Nelson.*

This was an action by Mr. Osgood, late registrar or clerk of the Sheriff's Court, against the present occupant of the office, in order to try the validity of his own removal. In consequence of a communication made to the Lord Mayor accusing Mr. Osgood of habitual neglect of the duties of his office, the matter was referred to a standing committee of the Common Council. The accuser, Mr. Aikman, the bailiff of the court, then added further charges, in written state ments. The committee thereupon reported to the Common Council, and obtained further powers. The charges related themselves into three:—1, That Mr. Osgood had not given personal attendance; 2, that he had allowed his duties to be discharged by clerks; 3, that he had neglected the correspondence of his office. The committee had taken evidence at great length, and reported to the Common Council, who resolved that it afforded reasonable ground for the removal of Mr. Osgood, and called upon him to show cause why he should not be removed. He was accordingly heard by counsel before the Common Council, and removed, Mr. Nelson being appointed in his place.

Chambers, Q.C., and Gibbons, for the plaintiff; Mellish, Q.C., and Archibald for the defendant.

COCKBURN, C.J., said two questions were originally raised, —whether the office was a freehold, and whether the plaintiff had been lawfully removed. The first had been very properly withdrawn. As to the second, the power of removal was in the Court of Common Council. The committee entered into an inquiry into these charges, and took evidence, which lasted three days. The charges had been developed into these precise accusations—non-attendance, allowing the clerks to take minutes (in pencil) and afterwards recopying in ink, and allowing them to apply a stamp or seal representing his own signature. The question was whether, if this Court thought there was no evidence upon any of these charges, they could hold the removal unlawful. The Court thought the charges were sufficient; and even although the charge on which Mr. Osgood had eventually been removed was general in its terms, yet if he had been furnished with the particulars, that would be sufficient. The Court of Common Council clearly had jurisdiction. Upon that the statute was clear, and gave them a power of removal for any cause which should appear reasonable to them. It was not necessary to decide that this gave an unbounded discretionary power of removal. That, if it were necessary to decide it, would be a very serious question. Habitual neglect of duty would be reasonable cause. And habitual non-atten-

dance to the duties of the office would amount to such neglect. Was there any evidence of such neglect? He could not say that evidence was not adduced which required an answer. The main charge was habitual absence from duty (for the others appeared disposed of). In his opinion, Mr. Osgood had given a complete answer to the charge. He had fully explained his absence on certain occasions—as from illness, weariness, &c. Possibly, this was an irregularity, and if the learned judge had insisted upon strict personal attendance, it might have been otherwise; but nothing of the sort had occurred, and the judge had not complained; and all that had happened had been condoned again and again. If the cause of removal were tried by a jury before him, he should hold that it was not made out. But the Court could not enter into that question. For, as had been laid down in the case of Mr. Ramshay, a county court judge, some years ago, if the tribunal had jurisdiction and had evidence before it, another Court could not enter into the effect of the evidence or judge of a conflict of evidence. The Court of Common Council were the judges in this case. The committee had only to take evidence. They took it with great care, and reported it to the Court of Common Council. He did not agree with the report, but that was not his business. The Common Council resolved that there was cause of dismissal. It was true that they did not hear the evidence, but that could not practically be avoided where there was a large and fluctuating body like the Common Council. He presumed that the members of the Court came to the consideration of the case with a judicial disposition of mind. He could not concur in their decision, but such it had been. While he deeply deplored it, he could not reverse it, as there had been jurisdiction to determine the question, and there had been evidence upon specific charges, which had been heard and considered. He regretted the result, for it was not satisfactory to justice, especially as the judge of the Court had stated that he had made no complaint, and did not believe that the administration of justice had suffered; but the Court could not, even to redress injustice, depart from settled principles, which it was of the last importance to maintain.

LUSH and HAYES, JJ., concurred.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Jan. 26.—*Smith v. Pritchard and Hughes.*

Under 31 & 32 Viet. c. 109, churchwardens are not liable for work done to the church.

This was a claim by a watch and clock maker against the churchwardens of St. Luke's, Lower Norwood, for £11 11s., for work done in and about their church. The defendants pleaded that they had no parish funds out of which they could pay the claim. The plaintiff put in a letter from the defendants promising to pay, which the plaintiff contended fixed them with personal liability.

Mr. PITT TAYLOR pointed out that the letter promised payment when defendants could get certain moneys promised them in the shape of a voluntary church-rate, showing that they considered themselves what churchwardens really were since the passing of the Compulsory Church-rate Abolition Act, 1868—namely, the agents of the parishioners, whose voluntary rates they received. Previous to the passing of that the churchwardens might have been compelled to make a rate for the payment of such charges as these, and they would have been liable to an action for negligence in collecting it; but the new Act had placed them in an entirely different position. They were not liable, and the judgment must be for them, but without costs.

Stiles v. Shapland, Cattle interpleader claimant.

Bill of sale void for want of true description of consideration where the money advanced belonged to a firm, and the bill made to only one of them.

The bailiff of this court having at the instance of Stiles, the plaintiff, seized the goods of Shapland, the defendant, Cattle put in a claim to them under a bill of sale. In his evidence the claimant stated that he was in partnership with his brother, and the defendant was their clerk. Defendant was in difficulties, and applied to claimant for a loan which he agreed to advance on a bill of sale. The bill was

made to claimant, and he paid the consideration money by cheque drawn on the account of the firm.

Mr. PITT TAYLOR said, then, the consideration was not truly described, and the bill was, therefore, void. The claimant would have no right of action to recover the money lent as it was not his, and he had, therefore, no claim to the goods under the bill. The claim must, therefore, be barred, and claimant must pay the execution creditor's costs.

TODMORDEN.

(Before W. T. S. DANIEL, Esq., Q.C.)

Jan. 25.—*Ex parte James Feber.*

Bankruptcy—Discharge—Imprisonment for damages and costs for breach of promise.

The 112th section of the *Bankruptcy Act*, 1849, not repealed either expressly or impliedly by the *Bankruptcy Act*, 1861.

At the Leeds Assizes in August last Feber was defendant to an action for breach of promise of marriage. The plaintiff obtained a judgment and issued a *ca. sa.* for the damages and costs. Feber was arrested by the sheriff and lodged in York Castle where he was adjudged a bankrupt by the registrar of the Leeds Court, and the proceedings were transferred to the Todmorden County Court, where the debtor had resided.

The bankrupt was brought up by the gaoler, and he applied for his last examination and discharge, and for his release from gaol.

Blomley, for the detaining creditor.

Hobroyde, for the bankrupt, relied upon the 161st section of the *Bankruptcy Act*, 1861, and the schedule thereto.

Mr. DANIEL held that the 112th section of the *Bankruptcy Law Consolidation Act*, 1849, was applicable, and that it was neither expressly nor impliedly repealed by the *Bankruptcy Act* of 1861, and that the cases of *Bancroft v. Mitchell*, 15 W. R. 1132, and *Ex parte Graves, Re Prince*, 16 W. R. 993, L. R. 3 Ch. App. 642, established that the 112th section is and unrepealed in full force. He had, therefore, no power to order the bankrupt's discharge from custody. The bankrupt was accordingly remanded back to prison.

Order accordingly.

POLICE COURTS.

THAMES.

(Before Mr. PAGET.)

Jan. 23.—John Gomm, clerk to Mr. Hodgson, solicitor of Arbour-square, Stepney, appeared on a summons, charged with using abusive and threatening language towards Mr. Joseph Smith, solicitor, of Arbour-cottages, Arbour-street East, near the court, with intent to provoke a breach of the peace. Both complainant and defendant have long practised at this court. Mr. Paget commented at great length upon the conduct of the defendant, and called upon him to find bail himself in £100 and two sureties of £50 each to keep the peace and be of good behaviour to all her Majesty's subjects, and especially towards Mr. Joseph Smith, for one month. The required sureties were provided.

APPOINTMENTS.

Mr. JOHN McLAREN, an advocate at the Scottish Bar, has been appointed Sheriff in Chancery in the Scottish Court of Session, in the room of Patrick Shaw, Esq., recently resigned. Mr. J. McLaren is a son of Duncan McLaren, Esq., one of the members for the city of Edinburgh, by Priscilla, daughter of the late Jacob Bright, Esq., of Rochdale; he is therefore a nephew of the Right Hon. John Bright, President of the Board of Trade. Mr. McLaren became a member of the Scottish Faculty of Advocates in 1856.

Mr. HENRY DRAKE, Barrister-at-Law, of the Norfolk Circuit, has been appointed to a local judgeship in Jamaica, under a recent Act passed for amending the course of legal procedure in that island. Mr. Drake was called to the Bar at the Middle Temple in June, 1857.

Mr. FRANK HERBERT TANNER, Solicitor, of Wimborne Minster, Dorset, has been elected Clerk to the Wimborne Board of Guardians, in succession to Mr. F. H. Jenvey. Mr. Tanner was certificated in Trinity Term, 1861.

Mr. WILLIAM CROWTHER UMBERS, Solicitor, of Snow-

hill, Wolverhampton, has been appointed Clerk to the Magistrates of that borough. Mr. Umbers was certificated in Michaelmas Term, 1853.

CHARLES FITZWILLIAM CADIZ, Esq., has been appointed by her Majesty to be Attorney-General for the Island of Tobago.

GENERAL CORRESPONDENCE.

WHITE V. THE BRITISH EMPIRE ASSURANCE COMPANY, 17 W. R. 28.

Sir,—I should not have referred to this case, which will, I presume, be appealed by the company, had it not been mentioned, apparently with approval, in your number of last week.

The facts are as follows:—A policy which by the condition was made void in the event of the assured dying by his own hands, except to the extent of interests vested in other persons for sufficient consideration, was effected by the assured with the intention of depositing it as collateral security for a loan to him by the company, and was so deposited. The assured committed suicide. The Vice-Chancellor decreed that the company as between themselves and the assured's representatives should apply the policy moneys to discharge their own debt.

My objections to this decision are—1st, that it is opposed to the intention of the parties; 2nd, that it is not rendered necessary by the terms of the contract; and, 3rd, that it opens the door to gross fraud.

1st. It will hardly be contended that the decision effectuates the real intention of the parties. The company never contemplated paying their own debt in the event of the assured's suicide. Suppose the company had made a loan without the deposit of the policy—in that case the policy would have been wholly void, and they would have been creditors of the assured's estate. Did either party contemplate that their lien on the policy would make so great a difference.

The proviso was inserted in favour of third persons who might have dealings with the assured, as, for instance, the trustees of his marriage settlement or a person who had lent him money on his policy.

To them the company, in effect, said you are innocent persons, and we will not as against your interests take advantage of the forfeiture of the policy. The proviso was never meant to benefit the assured himself, or affect in his favour the clause of forfeiture.

2. The words "other persons" may fairly be held to mean persons other than the parties to the contract, and, on reading the whole clause, it will be seen the company is not included in these words. It says the interests of other persons shall be protected "upon satisfactory proof of the creation and existence and extent of such interests," and, "provided that notice of such assignment shall have been received by the company at least one month prior to the death of the assured," provisions only applicable to the interests of persons other than the assured and the company, and wholly inappropriate to transactions such as that mentioned in the case.

3. This is obvious. Suppose an insurance effected for £3,000, a loan by the company of £1,500, and the suicide of the assured. The company is simply defrauded in favour of the deceased's costs of their loan of £1,500.

The company's contract is to pay on the termination in the ordinary course of nature of the life of the assured, and the decision in effect allows his representatives to take advantage of a wrong committed by him.

If you consider these views to be incorrect, I shall be glad if you will set me right. J. A.

[If "J. A." will read our remarks on this case over again, he will find that we expressed neither approval nor disapproval of the Vice-Chancellor's decision that "other persons" included the company. The question is, what have the parties said in their contract?—ED. S. J.]

THE LAW OF PERPETUITIES.

Sir,—I have read Mr. Hayes' letter. My letters in the *Times* were not written in technical language, and they are therefore open to his criticism. But if he will look to the context he will, I think, see that there is, in substance, no material difference between us. I expressed myself thus: "The only real restraint on alienation is an estate for life."

A tenant for life cannot dispose of the estate beyond the term of his life, and if the law allowed the creation of successive estates for life to unborn persons the estate would be effectually tied up in a family. This would be the fidei-commission and gradual substitution of the Civil Law, in which the old Scotch entail with resolute and irritant clauses was founded." "The English law allows estates for life to be limited to any number of persons living at the same time, the effect of which is to tie up the estate for the life of the survivor. But it does not allow an estate for life to an unborn person." "Thus you may convey an estate to A. for life with remainder to B. his son, but you cannot convey it to A. for life with remainder to his unborn son for life." "Consequently you can tie up land only for one (entire) generation." I then apply the proposition to an ordinary settlement in which the tenant in tail in remainder can with the tenant for life alienate as soon as he has reached his majority. My argument was in popular, not in technical language, but the meaning of the context was that successive estates for life could not be limited so as to suspend the absolute dominion beyond a life or lives in being and twenty-one years afterwards. In technical language I should have said that if lands be limited to a person *in esse*, with remainder to his unborn children, and afterwards to the children of such unborn children, the last remainder would be void. So that land cannot be tied up beyond one entire generation. My language might have been clearer, but I think this explanation will be satisfactory, and I thank Mr. Hayes for his courtesy in pointing out the difficulty.

As for posthumous children, if Mr. Hayes will do me the honour to look into my Commentaries on the Modern Civil Law, he will find something on the subject at pp. 48, 161, 162.

Of course, I cannot presume to discuss with so learned a conveyancer as Mr. Hayes the question how far the law against perpetuities may be evaded by subtle devices.

Temple, Jan. 25, 1869.

GEORGE BOWYER.

Sir,—By the County Court Act, 1850 (13 & 14 Vict. c. 61, s. 11), if in any action commenced after the passing of that Act in any of the superior courts, in trespass, trover, or case, not being an action for malicious prosecution, libel, slander, criminal conversation, or seduction, the plaintiff shall recover "a sum not exceeding £5," "the plaintiff shall have judgment to recover such sum only, and no costs," except in the case of a judgment by default, and except in cases provided for by s. 12.

Sections 11 & 12 of this Act are repealed by the new County Court Act, 1867 (s. 33, and schedule C.). Under the 43 Eliz. c. 6, s. 2 (which is not repealed by the new Act), in all personal actions (not being for any title or interest of lands, nor concerning the freehold or inheritance of any lands, nor for any battery), if the plaintiff recover a sum less than 40s., "the judges and justices before whom any such action shall be pursued shall not award for costs to the party plaintiff any greater or more costs than the sum of the debt or damages so recovered shall amount unto, but less at their discretion."

Section 5 of the new County Court Act, which now fixes the amount to be recovered in an action of tort, in order to entitle the plaintiff to costs, is silent as to actions for malicious prosecution, libel, slander, and seduction, and simply says "actions founded on tort."

Will you, or one of the readers of the *Solicitors' Journal*, be good enough to inform me, whether I am right in supposing (actions for malicious prosecution, &c., having been specially exempted from the 13 & 14 Vict. c. 61, s. 11) that a plaintiff would still be entitled to his costs in any of the above actions, if he recovered any sum whatsoever, not being less than 40s.; but that, if the sum recovered, was "less than 40s.," he would not (by the 43 Eliz. c. 6, s. 2) be entitled to more costs than damages, even should the judge certify "that there was sufficient reason for bringing such action in such superior court," under section 5 of the new County Court Act.

E. T. S.

In consequence of the Privy Council, which was to have been recently held by her Majesty at Osborne, being indefinitely postponed, Lord Justice Giffard will not be sworn in as a Privy Councillor in time to take his seat at the forthcoming sittings of the Judicial Committee of the Privy Council, which commence on Tuesday next.

IRELAND.

COURT OF COMMON PLEAS.

(Before MONAHAN, C.J., and MORRIS, and LAWSON, JJ.)

Jan. 27.—*In Re: W. Whitmore, a Solicitor.*

In this case, which was before the Court about a week ago, an application was made on behalf of Mr. Whitmore, for an order that the Registrar of the Incorporated Society of Attorneys and Solicitors do grant a certificate to the applicant, so as to enable him to take out his license, and practice as an attorney and solicitor. He had omitted to take out a license last year, and more than twelve months having elapsed since he had obtained a license, the Registrar could not give a certificate without an order of the Court. The Law Society had intervened, on the ground that on the 28th December last Mr. Whitmore had issued a summons and plaint, although he had not a license to practice; but Mr. Whitmore had sworn he did so in anticipation of getting a license this year, and not with any intention to evade the revenue.

LAWSON, J., delivered the judgment of the Court, and said there was no reason why the order should not be granted. The applicant had sworn he had no intention of violating the law when he issued the summons and plaint a few days before the year 1868 had expired. They did not think it necessary to impose any fine, and the necessary order would be made.

Short in support of the application; *W. Barlow* for the Law Society.

Lawford and Another v. Lord Fermoy.

W. O'Brien applied, on behalf of Lord Fermoy, that the costs, the subject-matter of the action in this case, should be referred for taxation, and, in the meantime, that the proceedings should be stayed. The action was brought to recover a sum of £765 18s. 6d., balance remaining due to the plaintiffs, who are English solicitors, on foot of certain bills of costs for work done in England.

Robinson, Q.C., and Crozier, LL.D., opposed the motion, on the ground that the Court could not order taxation of a bill of costs incurred in England. They offered, if the defendant would lodge the amount claimed in court, to refer the costs for taxation, and alleged that Lord Fermoy, having been furnished with the bills of costs, had allowed the plaintiffs to receive a sum on account thereof out of the produce of a loan, the balance of which Lord Fermoy drew himself.

The Court ordered the costs to be taxed in England, Lord Fermoy undertaking to sign a requisition to tax forthwith, and to give a consent for judgment for the amount claimed; a stay to be put on the judgment until taxation; each party to abide their own costs of the motion.

Charles Percy Bushe, Esq., has been appointed by the Lord Chief Justice to the office of Chief Clerk in the Queen's Bench Office, vacated by the death of the late John Marlow, Esq.

OBITUARY.

MR. WILLIAM EWART.

Mr. William Ewart, Barrister-at-Law, and late M.P. for the Dumfries Burghs, died at Broadleas, his seat near Devizes, on the 23rd January, in the seventy-first year of his age. He was the second son of the late Mr. William Ewart, a Liverpool Merchant, and was born at that town in 1798. He was educated at Eton and Christ Church, Oxford; he gained the Newdegate Prize in 1819 (subject, "The Temple of Diana at Ephesus"), and in 1821 obtained a second-class in classics. He was called to the Bar at the Middle Temple in January, 1827, and was returned to the House of Commons in the following year, for the since disfranchised borough of Bletchingley. He represented his native town (Liverpool) in 1830 and 1831, and again from 1833 till the dissolution in 1837, when he was defeated by the late Sir Cresswell Cresswell, the first judge of the Court of Probate and Divorce. On the death of Mr. R. Potter, in 1839, he was again returned to the House of Commons as M.P. for Wigan; but in 1841 he was chosen for the Dumfries district of boroughs, which he continued to represent down to the dissolution of last year, being returned at every subsequent election. During his Parliamentary

career, Mr. Ewart was a strong supporter of free trade, criminal law reform (especially of the repeal of the punishment of death), and the extension of education. In the session of 1833-34 Mr. Ewart carried bills abolishing capital punishment for horse, cattle, and sheep stealing, stealing in a dwelling-house beyond the value of £5, letter-stealing, and sacrilege, and also abolishing the practice of hanging in chains; and in 1834-35 he carried a bill to remove the prohibition on prisoners, in cases of felony, being defended by counsel. In 1836 he moved for and obtained a committee on the "Connection between Arts and Manufactures," which led to the establishment of schools of design; and in 1850 he successfully introduced a bill for establishing free public libraries supported by parochial rates. He was a Deputy-Lieutenant for Wiltshire, and for some years was a member of the Council of London University; he was also a fellow of the Royal Geographical Society, and author of a pamphlet on "the Reform of the Reform Bill," published in 1838.

MR. ERNEST JONES.

Mr. Ernest Jones, Barrister-at-Law, died at Manchester on January 26, having just completed his fiftieth year. Mr. Jones was a son of Major Charles Jones, of the 15th Hussars, who was equerry to Ernest I., the late King of Hanover, after whom the subject of this notice was named, the King having been his godfather. In early life young Jones composed several poetical pieces. He was called to the Bar at the Middle Temple in Easter Term, 1844, and began a promising professional career; but soon after became identified with the Chartist agitation, of which he assumed the lead. In 1848 he was condemned to two years' imprisonment for seditious language. After Chartism had died out he resumed his practice at the Bar, on the Northern Circuit, and also practised at the Central Criminal Court and Middlesex Sessions. Last year he was conspicuous as the defender of the prisoners concerned in the Fenian outrage at Manchester, whose cause he pleaded with his usual eloquence, though without success. He had made several unsuccessful attempts to enter Parliament, and was a candidate for Manchester at the last general election. The Liberals, however, anticipating a vacancy in the representation of Manchester, resolved to try the ballot as an experiment to discover whether he or Mr. Milner Gibson had the preference of the great body of the electors, when his name was polled by a majority of the Liberal constituency of that city. It was while taking a part in the agitation consequent on his candidature that he contracted the illness which resulted in his death. He married a Miss Atherley, of Barfield, Cumberland.

MR. C. R. WELD.

Mr. Charles Richard Weld, Barrister-at-Law, died at Newbridge-hill, near Bath, on the 15th January. The deceased gentleman was a son of the late Mr. Isaac Weld, of Dublin, and received his early education in France. On returning to England he studied for the Bar, and became a barrister of the Middle Temple in November, 1844, but does not appear to have ever practised. He devoted himself to literary and scientific pursuits, and was for upwards of sixteen years secretary and librarian to the Royal Society, which office he only relinquished a few years ago. He wrote an elaborate report on the Philosophical Instruments at the Paris Exhibition in 1867, and was the author of numerous works of travel, published at intervals between 1847 and 1867. He was also a frequent contributor to the *Athenæum* and *Fraser's Magazine*. He leaves a widow, who is a sister of Mrs. Alfred Tennyson, wife of the Poet Laureate.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

The question discussed at the meeting of this society on Tuesday last was—"A testator leaves a legacy to a lady (unmarried), A. being an attesting witness to the will. A. subsequently marries the legatee, and the testator shortly afterwards dies. Can A. claim the legacy *jure uxoris*?" (1 Vict. c. 26, ss. 15 and 24); which was opened by Mr. T. L. Allen in the affirmative, and so decided by the society by a large majority. Mr. Widdows, in the absence of Mr. Austin, presided.

LAW STUDENTS' JOURNAL.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Hitlary Term, 1869.

Name of Candidate.	To whom Articled, Assigned, &c.
Ackrill, Henry William.....	Samuel Jones.
Addison, Richard.....	Samuel Steward.
Alsop, James Wilcox, B.A.....	Thomas Avison.
Argyle, Edward	Thomas Argyle.
Ascroft, Robert	William Ascroft.
Atkinson, W. Fletcher, B.A.....	William Busfield.
Beal, Edward William, B.A.....	John Henry James.
Blake, Alfred Starling	Thomas Cousins.
Blenkinsop, James, Jun.....	James Blenkinsop.
Boddington, Reginald S. ...	John Rogers.
Boulton, John Reginald F....	F. W. Tweed, J. T. Tweed.
Bowler, Frederick	Frederick Peake.
Brettell, Richard	William Nichols Marcy.
Brierley, Henry	Robert Jackson.
Broad, James Thierry.....	T. W. H. Hallam, T. Dix.
Bromby, Ernest	Edward Shimells Wilson.
Brook, William Henry	John William Danby.
Bullen, William Abraham....	Andrew Meggy.
Child, Theophilus	Henry Chidd.
Cipriani, Joseph Emmanuel ..	William Henry Cotterill.
Clarke, Herbert Onslow	Cyril Mortimer; M. Rawlin.
Coates, Alfred	E. E. P. Kelsey; T. Westall.
Cock, Henry	Anthony Wellington Irwin.
Corbett, James Andrew	William Charles Luard.
Corbett, Nicholas William ..	Stephen Cholmeley.
Costeker, Charles	George Dawes.
Cowdell, Charles Hugh	A. B. Cowdell; W. B. Barrett.
Cowdell, Henry Smith	A. B. Cowdell; F. C. Steggall.
Cox, Edward Parry	Thomas Holden.
Crump, James Henry	John Evans.
Daniel, Wm N. Arnold	George Alfred Daniel.
Davies, John	John Robert Griffith.
Davies, Sidney Edmund	Henry Bernard.
Davies, William Robert	W. Jones; W. H. G. Jones.
Davy, William Henry	Weston, J. Sparkes; T. Rawle.
Dennis, Pierce John	J. Parson; W. Burchell, jun.
Dobell, Robert, jun.	R. G. Abraham; R. C. Halse.
Durance, Joseph	William George Moore.
Edmunds, George Richard....	Alfred S. Edmunds.
Edwards, Henry Thomas	James Hilton Hulme.
Elwes, Henry Hervey	Henry Griffin Deane.
Falkner, Hy. F. Valentine ...	Henry Falkner.
Finney, James	James Greenhalgh.
Fletcher, Lancelot	Chas Reynolds Williams.
Gardiner, Edward Richard....	Thomas Garmston Hyde.
Gardner, Samuel Wright ...	William Forster Batt.
Godley, Edward Robert	A. Lightfoot, John Flower.
Greaves, James Twelch	Miles Myres.
Grey, Frank Bacon	J. W. Atkinson; T. T. Dibb.
Grove, Joseph Francis	William Simmons Allen.
Harvey, H. Cranmer, B.A....	Edward Whitley.
Hawes, James	Francis Kearsley.
Hughes, Thomas Brierly ...	C. Moorhouse, John Wilson.
Isaacs, Alfred	H. J. Jones; T. Hy. Clarke.
Judge, Arthur Perceval	T. Graham; Joseph S. Judge.
Julius, Ashley Alexander	A. A. Julius; H. C. Nisbet.
Kenny, Courtney Stanhope....	E. J. Rudd; Adam & Emmet.
Lees, William	James Woods Weston.
Little, Fredrick John	John Hett.
Longcroft, Chas Needham ...	C. J. Longcroft; W. H. Haycock.
Lynch, Henry	Maurice, John Hors.
Maples, Arthur Stewart ...	Frederick Maples.
Mayo, John Ryall, jun.	John Ryall Mayo, sen.
Meek, Alex. Grant, B.A. ...	Alex. Meek; William Ford.
Meek, Lionel Robert	A. Grundy; J. Woodcock.
Monro, Fredk. John, B.A., ...	Stephen Cholmeley.
Morris, George, B.A.	Francis Fearon.
Myres, Edward	Miles Myres.
Mockolds, Alfred	Charles Martin Wade.
Osborne, Henry John	Thomas Pinchard.
Owen, Francis Arthur	Thomas Morgan Gepp.
Pigott, Pelling H. Gough ...	Arthur Walker.
Prichard, Thomas	W. F. Blandy; T. Rawle.
Purvis, Perogrine	John James Andrew.
Rendell, John Walrond ...	Richard Grant Tucker.
Rivington, Charles Robert ...	Charles Rivington.

Name of Candidate.	To whom Articled, Assigned, &c.
Robinson, James Frederick...	James Robinson.
Skinner, William Moore ...	John Robinson; William S. Robinson.
Slocumbe, William, jun. ...	William Slocumbe; Edwin Freshfield.
Solomon, Samuel Nerwick...	William Plummer.
Stogdon, John Cole, B.A. ...	Frederick Clarke.
Stabbs, William	William Hirst; Edward John Layton.
Summerfield, Kynaston W.	John Monckton.
Thimbleby, Thomas Wm. ...	Thimbleby; T. Loughborough; James P. Taylor.
Thomas, Harold	Arthur Thomas.
Thompson, Hy. Jas. John...	Thomas Thompson.
Turner, Arthur Henry	John Walker; Edwin Ball.
Tyler, Alfred Winterburn ...	Henry Frederick Holt.
Vaughan, Howard W. Jas. ...	Stephen Camp.
Walton, Keighley	Edmund M. Wavell.
Weatherhead, James Thos...	Thomas Beard.
Webster, Chas.	Thomas Cree. jun.
Wiles, Charles Smyth	T. F. Allison; W. Allison.
Wiles, William	David Ward.
Winn, Wm. E. Metcalfe ...	G. Winn, jun.; J. C. Sowerby.
Winter, William, B.A. ...	W. E. Winter; H. W. Trinder.
Wintle, Joseph, jun.	Charles Wintle.
Wood, Alfred John	W. Wood; M. W. Peace; W. S. Wood.
Wood, William, B.A.	Daniel Dunnett.
Wright, Thomas Francis ...	John P. Aston.
Wynne, Llewelyn M.	Llewellyn Wynne.
Young, Arthur, L.L.D.	Thomas Young.

CALLS TO THE BAR.—Jan. 26.

INNER TEMPLE.—Ewing Pye Colquhoun, B.A. Cambridge; John Storer, B.A. Cambridge; Amherst Daniel Tyssen, B.A. Oxford; Godfrey Wheeler, B.A. Cambridge; Charles Yates Fell, B.A. Oxford; Montagu William Edward Dobbs, B.A. Cambridge; Thomas Milnes Colmore, B.A. Oxford; Francis Carleton Reeves, B.A. Dublin; John Henry Augustus Schneider, B.A. Cambridge; Alfred Whitaker, B.A. Cambridge; James Ralph Hall, B.A. Oxford; Richard Durnford, B.A. Cambridge; Mackenzie Dalzell Edwin Stuart Chalmers, B.A. Oxford; John Mountney Lely, M.A. Oxford; and Joseph Maghull Yates, Esqrs., B.A. Cambridge.

MIDDLE TEMPLE.—Cornelius Marshall Warmington, London University (holder of the Exhibition in Jurisprudence, Civil and International Law, in July, 1863, and of the Studentship in Michaelmas Term, 1868, awarded by the Council of Legal Education); William Comer Petheram; John Francis Popham, B.A., Trin. Coll., Dublin and Cambridge; Charles Whitlaw, Oxford; Philip Boyle Abraham, LL.B. Cambridge; Alfred Tristram Lawrence, LL.B. Cambridge; Henry Frederic Lionnet; Charles Henry Spitta; Charles Stewart-Dakyns; Falkiner Sandes Collis, B.A., Trin. Coll., Dublin; Edward Blair Michell, B.A. Oxford; Alan Stewart, B.A. Oxford; Allan Holmes, B.A. Oxford; Henry Powell, London University; Walter Arthur Copinger; Pierce Egan, jun., B.A. London University; Robert Owen Mouldsdales, B.A. Oxford; Edward Jessel, B.A. London University; Archibald Morrison, M.A., LL.D., Glasgow; Robert Charles Jay; Nawab Syad Asghar Ali Khan Bahadur; Nawab Syad Ahmud Ali; James Thoms Anderson, Member of the Faculty of Advocates, and of the College of Justice, Scotland, Esqs.

LINCOLN'S INN.—George Sangster Green (Exhibition awarded by the Council of Legal Education, Trinity Term, 1868); William Jacob Birt; Jeffery Edwards, B.A. Cambridge; Robert Dawson Mayne, B.A. Oxford; Ferdinand Ribton, Cambridge; Joseph Barnes Boyle, Dublin; Leighton Hope Edwards, B.A. Cambridge; John William Bund; Willis Bund, M.A., LL.B., Cambridge; James Copley Moyle; Matthew George Pengree; James Simson, Edinburgh; Charles Gilbert Master; and John William Reid, Esqs.

GRAY'S INN.—Michael Law, Esq., B.A., Trin. Coll., Dublin.

NEW CHANCERY APPOINTMENT.—It is rumoured, that an additional Chancery Chief Clerk will be appointed forthwith to the Chambers of Vice-Chancellor James.

A POETICAL JUDGMENT.

We observe in the *Chicago Legal News* a judgment of Williams, J., in a case of *Tieknor v. Tieknor*, in which Aurora O. Tieknor, the father of two children, petitioned the Court to transfer the custody of the children from the mother to himself. Originally the wife had filed a bill for a divorce against the husband, who in turn filed a cross bill charging her with adultery committed with one Fishburn, a professional gambler. The jury found the husband guilty of extreme and repeated cruelty, and the wife of adultery with Fishburn. A consent decree for a divorce was then taken, after which the wife married Fishburn. The judgment delivered by Williams, J., in this case is too wonderful to be lost sight of, and we therefore make the following extracts:—

"And yet no questions of greater difficulty and delicacy ever present themselves to a chancellor than those arising in this class of cases. The dearest rights and tenderest feelings of our humanity are involved in the issues which are to be determined, and the judge, who can pass upon questions with the settlement of which must be connected the crushing of long cherished hopes, the breaking of heart-strings, upon which hangs the future happiness or misery of parents and their innocent offspring, without a painful sense of his responsibility, is more or less than man. In the case before me, the petitioner is the father of two sweet and promising children. They are bone of his bone and flesh of his flesh. He fondled them in their early infancy, nursed them in their sickness, fed and clothed them by his toil, and with the pride which only a father can know, watched their physical and mental development, as like buds they have been silently opening beneath his eye. If he is as depraved as the eloquence of the complainant's solicitors have represented him to be, from the exhaustless fountain of a father's love affection is yet poured forth for them. Whatever else he may be, he is a father, and so long as the sacred record exists, luminous with the love of our Father in Heaven, so long will the words, 'Like as a father pitieth his children,' be suggestive of unfathomable depths of human and divine sympathy and tenderness."

On the other hand is the mother, whose love antedated the birth of these little ones, who, for them, patiently bore the anxious sorrows of anticipated maternity, and whose keener pangs through which they were ushered into being, whose arms were their cradle and whose bosom their pillow through the days and nights of helpless infancy. Were she the abandoned creature that she has been painted to be by the burning words of the defendant's counsel, still she is a mother, and the question of the Hebrew prophet has, by the lapse of time, lost nothing of its pregnant significance,—'Can a mother forget her sucking child that she should not have compassion on the son of her womb?' I assume, therefore, that I have to deal with parents who, whatever be their disregard of conjugal vows, or their personal delinquencies or crimes, have bosoms warmed with the fire of parental love towards their offspring.

And if the official duty of a chancellor compels him to unclasp the delicate tendrils that have closely intertwined themselves around the sensitive fibre of the human heart, humanity demands that the operation be performed without one needless pang to the sufferer."

The judge then enters into the law of the question, it being high time for him to do so. Ultimately he decides that as the personal wants of the children seem well attended to, as no attempt is proved at alienating their affections from their father, and as Fishburn was not shown to do his gambling at home, where the children would see it,—the children should remain with their mother. The learned judge concludes as follows:—

"It is, indeed, a sad case, but I cannot take them from the mother, and give them to the father, nor do I think the time has come when I should entrust them to the care of strangers."

As I forecast the years, I am not without my anxieties and forebodings; but the time has not yet come when, in my opinion, the children should be taken from the mother.

Something may be assumed in favour of a mother's love, a love which, throughout the history of our race, has always been found to strengthen with every cry of helpless infancy and every grief of childhood; which coldness and neglect, and ingratitude from its objects, has seldom entirely extirpated, and which dies not with the dead. Something may be trusted to the father, who loves the children, and who will, at all proper times, be permitted to visit them and to minister as he may choose to their comfort and improvement, and whose eye, sharpened by suspicion, will detect any deviation from the path of virtue by either mother or children. And if the positions of defendant's counsel in regard to Fishburn are true; if for years he has indulged an illicit love for the complainant; if for years he has had with her adulterous intercourse; I think even in him, gambler, though he be, there is something redeeming when he abandons his illicit relations, and chooses her, who had been his mistress, above all others, to be his lawful wife. It

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.
The Judicial Committee will commence sitting for the despatch of business on Tuesday, the 2nd day of February, 1869, at half-past ten o'clock a.m.

QUEEN'S BENCH.

This Court will, on Tuesday, the 2nd, Wednesday, the 3rd, and Wednesday, the 10th days of February next, and the three following days, hold sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending, and in giving judgment in cases previously argued; and will also hold a sitting on Monday, the 15th day of the said month of February, for the purpose of giving judgments only.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London before the Right Hon. Sir FITZROY KELLY, Knt., Lord Chief Baron of Her Majesty's Court of Exchequer, after Hilary Term 1869.

MIDDLESEX.

Special Juries and Common Juries.

Tuesday Feb. 2 to Monday Feb. 15, both inclusive.

LONDON.

Special Juries and Common Juries.

Tuesday Feb. 16 to Monday March 1, both inclusive.

The Court will sit at ten o'clock each day.

A second Court will sit for the trial of causes when necessary.

PUBLIC COMPANIES.

LAST QUOTATION, Jan. 29, 1869.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 93½	Annuities, April, '85 12½
Ditto for Account, Feb., 93½	Do. (Red Sea T.) Aug. 1908
5 per Cent. Reduced, 93½	Ex Bills, £1000, per Ct. 12 p m
New 3 per Cent., 93½	Ditto, £500, Do 12 p m
Do. 4½ per Cent., Jan., '94	Ditto, £100 & £200, 12 p m
Do. 3½ per Cent., Jan., '94	Bank of England Stock, 4 per
Do. 5 per Cent., Jan., '73	Ct. (last half-year) 24½
Annuities, Jan., '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. 74, 211 x d	Ind. Inf. Pr., 5 p C., Jan. '72 110½
Ditto for Account	Ditto, ½ per Cent., May, '73
Ditto 5 per Cent., July, '80 112½	Ditto Debentures, per Cent.,
Ditto for Account,	April, '64 —
Ditto 4 per Cent., Oct. '88 102½	Do. Do., 5 per Cent., Aug. '73 105½
Ditto, ditto, Certificates, —	Do. Bonds, 5 per Ct., £1000 22 p m
Ditto Enhanced Ppr., 4 per Cent. 91½	Ditto, ditto, under £1000, 22 p m.

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	75
Stock	Caledonian	100	80
Stock	Glasgow and South-Western	100	91
Stock	Great Eastern Ordinary Stock	100	42
Stock	Do., East Anglian Stock, No. 2	100	5
Stock	Great Northern	100	108½
Stock	Do., A Stock *	100	111
Stock	Great Southern and Western of Ireland	100	89
Stock	Great Western—Original	100	53
Stock	Do., West Midland—Oxford	100	28
Stock	Do., do.—Newport	100	31
Stock	Lancashire and Yorkshire	100	129½
Stock	London, Brighton, and South Coast	100	55½
Stock	London, Chatham, and Dover	100	17½
Stock	London and North-Western	100	118½
Stock	London and South-Western	100	89½
Stock	Manchester, Sheffield, and Lincoln	100	47½ x d
Stock	Metropolitan	100	109½
Stock	Midland	100	117½
Stock	North British	100	80
Stock	Do., Birmingham and Derby	100	36½
Stock	North London	100	123
Stock	North Staffordshire	100	55
Stock	South Devon	100	45
Stock	South-Eastern	100	83½
Stock	Do., Deferred	100	83½
Stock	Taff Vale	100	148

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets have been somewhat quiet this week, but with firmness and steadiness. Just at the last consols have dropped a little, but this has been merely owing to some very large gold withdrawals from the Bank. Foreign securities are tolerably firm, and railway investments, owing to the encouraging auguries from the late traffic returns, show increased firmness.

LAWYERS AND CLIENTS.—It is a saying among lawyers, that "a man who is his own lawyer has a fool for a client;" but there are very few fools of that description in the world. Sometimes a man who is not a lawyer ventures to write his own will; and when he does, unless the provisions are very few and simple, he generally makes a nice piece of work for the lawyers, and a very bad one for his devisees. But I never knew one bold enough to examine for himself a title to real estate which he wanted to buy, and remember only one who was rash enough to try his own case in court. I have known many people who would listen to any quack in medicine, and swallow almost any prescription, but never one who when he found himself involved in a legal difficulty, did not desire the advice of a legal practitioner, and the best too whose services he could command. A man who is positive and dogmatical with his physician or his clergyman, is apt to be submissive to his lawyer, for the reason that when he meddles with the law he knows that he is trifling with edged tools, which may cut deep when he least expects it. What are you going to do next?" said a client to an astute old lawyer in a neighbouring city. "I am going," said the lawyer, "to file a demurrer." "A demurrer, and what is that?" A demurrer is what your Maker never intended that you should understand!"—*Geo. Wm. Brown.*

ESTATE EXCHANGE REPORT.

AT THE MART.

Jan. 22.—By Messrs. NORTON, TRIST, WATNEY, & Co.
Absolute reversion to one moiety of £5,410 8s. 6d. Consols, reduced, and New 3 per cents., receivable on the death of a lady aged 81 years—Sold for £1,760.
Leasehold residence, No. 4, Upper Wimpole-street, Cavendish-square with stabling, &c., No. 4, Devonshire-mews: term, 17 years unexpired, at £17 8s. per annum, and underlet at £180 per annum—Sold for £1,540.
Leasehold residence, No. 27, Finsbury-square; term, 21 years from 1867 at £80 per annum—Sold for £500.
Freehold ground rents, amounting to £47 9s. per annum, with reversion in 1887 to the rack rental, estimated at £340 per annum, secured upon 8 residences in Grove-lane, Camberwell—Sold for £1,600.
By Messrs. RUSSELL, ANSTOTT, & Co.
Freehold business premises, with residence, No. 416, Strand, let on lease at £140 per annum—Sold for £4,000.

BREAKFAST.—A SUCCESSFUL EXPERIMENT.—The "Civil Service Gazette" has the following interesting remarks:—"There are very few simple articles of food which can boast so many valuable and important dietary properties as cocoa. While acting on the nerves as a gentle stimulant, it provides the body with some of the purest elements of nutrition and at the same time corrects and invigorates the action of the digestive organs. These beneficial effects depend in a great measure upon the manner of its preparation, but of late years such close attention has been given to the growth and treatment of cocoa, that there is no difficulty in securing it with every useful quality fully developed. The singular success which Mr. Epps attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. Far and wide the reputation of Epps's Cocoa has spread by the simple force of its own extraordinary merits. Medical men of all shades of opinion have agreed in recommending it as the safest and most beneficial article of diet for persons of weak constitutions. This superiority of a particular mode of preparation over all others is a remarkable proof of the great results to be obtained from little causes. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills. It is by the judicious use of such articles of diet that a constitution may be gradually built up until strong enough to resist every tendency to disease. Hundreds of subtle maladies are floating around us ready to attack wherever there is a weak point. We may escape many a fatal shaft by keeping ourselves well fortified with pure blood and a properly nourished frame."

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CAMPBELL—On Jan. 26, at 37, Elvaston-place, the wife of Robert Campbell, Esq., Advocate and Barrister, of a daughter.
FOARD—On Jan. 24, at Berrylands, Surbiton, the wife of James T. Foard, Esq., Barrister-at-Law, of a son.
HALL—On Jan. 22, the wife of William Champain Hall, Esq., of No. 16 Colville-square, and 7, Lincoln's-inn-fields, of a daughter.
HUNTER—On Jan. 23, at No. 37, Mecklenburgh-square, the wife of H. J. Hunter, Esq., Barrister-at-Law, of a daughter.
RAVENHILL—On Jan. 23, at 21, Regent's-park-terrace, the wife of W. W. Ravenhill, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

MESSITER-ADAMSON—On Jan. 23, at St. George's Church, Everton, Liverpool, Malm Messiter, Esq., Solicitor, from, to Margaret Teresa, widow of the late John Thomas Adamson, of Ashton, Lancashire.
SURTREE-FALLOWS—On Jan. 21, John G. Surtees, Esq., of York, and View Mount, Hampstead, to Mary Ann, daughter of Joseph Fallows, Esq., Solicitor, Carlton-chambers, 8, Regent-street, and Albion-road, South Hampstead.
WELLS-NEALE—On Jan. 21, at St. Sidwell's, Exeter, John Wells, Esq., Solicitor, of Percy-street, Bedford-square, to Emily, daughter of Mr. Thomas Neale, of Exeter.

DEATHS.

KNIGHT—On Jan. 22, at Sandgate, Kent, Samuel Knight, Esq., Solicitor, formerly of Sheffield, aged 48.
SCOTT—On Jan. 21, at No. 24, Oakley-street, King's-road, S.W., Eliza, the wife of Wm. Pulteney Scott, Esq., of No. 55, Lincoln's-inn-fields.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Jan. 22, 1869.
LIMITED IN CHANCERY.

Carlisle Biscuit Company (Limited).—Petition for winding-up, presented Jan 20, directed to be heard before the Master of the Rolls on Jan 30. Sharp & Ullithorpe, Gray's-inn, petitioners' solicitors.
Crimble Spinning Company (Limited and Reduced).—Petition presented March 13, for reducing the capital of No. 1 shares, from £10 to £7 10s., and of No. 12 shares from £10 to £4 10s., directed to be heard before Vice-Chancellor James on Jan 30. Clarke & Co, Lincoln's-inn-fields, solicitors for the company.

Great Northern Copper Mining Company of South Australia (Limited).—Petition for winding-up, presented Jan 21, directed to be heard before the Master of the Rolls on Jan 30. Vallance & Vallance, Essex-st, Strand, petitioner's solicitors.

Masonic Union Company (Limited).—Petition for winding-up, presented Jan 20, directed to be heard before Vice-Chancellor James on Jan 30. Ingle & Co, Threadneedle-st, solicitors for the petitioners.

STANNARIES OF CORNWALL.

Wheal Virgin Tin Mining Company.—Petition for winding-up, presented Jan 13, directed to be heard before the Vice-Warden, at the Princess Hall, Truro, on Feb 10 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Feb 6, and notice thereof must, at the same time, be given to the petitioners, or their solicitor or agents. Roberts, Truro, solicitor of the petitioners.

TUESDAY, Jan. 26, 1869.

LIMITED IN CHANCERY.

Jamaica Commercial Agency Company (Limited).—Vice-Chancellor James has, by an order, dated Jan 20, appointed James Hole, of 12, Gresham-st, official liquidator.

UNLIMITED IN CHANCERY.

London Maritime Assurance Association.—Vice-Chancellor Malins has, by an order dated Jan 15, ordered that the above Association be wound up. Mercer & Mercer, Mincing-lane, solicitors for the petitioner.

Friendly Societies Dissolved.

TUESDAY, Jan. 26, 1869.

Stafford Victoria Female Friendly Society, Three Tuns Inn, Stafford Jan 21.
Hampstead Parochial Benefit Society, Flask Tavern, Hampstead. Jan 22.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 22, 1869.

Ash, Lawrence Williams, Highbury-pk West, Gent. Feb 8. Stroud v Ash, V.C. Stuart.
Cope, Fras, Bromley Hurst, Stafford, Farmer. Feb 21. Cope v Blair, M. R.
Etches, Wm Jeffery, Derby, Cheese Factor. Feb 22. Barber v Etches, V.C. Stuart.
Murray, John, Exeter, Tailor. Feb 20. Norman v Hadley, V.C. Malins.
Ricardo, Anna, Bath, Widow. Feb 28. Ricardo v Wedgwood, V.C. Stuart.
Ricardo, Harry Ralph, Bath, Banker. Feb 28. Ricardo v Wedgwood, V.C. Stuart.
Tingle, Benj, Grenoside, York, Steel Refiner. Feb 30. Harvey v Tingle, M. R.

TUESDAY, Jan. 26, 1869.

Bainbridge, John, Oak-grove, Chestport, Monmouth, Esq. Feb 22. Bainbridge v Morgan, V.C. Stuart.
Baylis, Wm, Birm, Salesman. March 13. McShane v Lucy, V.C. Stuart.
Bower, Wm Stock, Lpool, Cotton Broker. Feb 22. Bower v Bower, M. R.
Burton, Saml Skay, Severn Bank, Worcester, Esq. Feb 26. Burton v Burton, M. R.
Corbett, Thos Geo, Elsham Hall, Lincoln. Feb 19. Astley v The Earl of Essex, M. R.
Corfe, Jas, Southsea, Hants, Esq. March 1. Smith v Livesey, V.C. Stuart.
Hayward, Wm, Oxford, Tailor. Feb 18. Hayward v Judge, V.C. Malins.
Thilpott, Thos Boobier, Newton-heath Brewery, Manch, Brewer. Feb 18. Philpott v Philpott, V.C. Malins.
Sharp, John, Air-st, Piccadilly, Butcher. Feb 22. Carthew v Sharp, V.C. Malins.
Smyth, Geo, Brandeston, Suffolk. Feb 15. Gonner v Hampstead, V.C. Stuart.
Tremlin, Wm, Ryarsh, Kent. Feb 20. Capon v Tremlin, M. R.
Westwood, Wm, Beauvoir-rd, Brick Agent. Feb 22. Westwood v Westwood, V.C. Malins.
Wright, John, Brabin's Hall, Marple, Chester, Esq. Feb 10. Bellot v Lidler, M. R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 22, 1869.

Bearda, Caroline, Runwell, Essex, Spinster. March 15. Woodard, Fen-church-st.
Brackenbury, Wm Congreve Cutcliffe, Consul at Corunna, Spain. March 2. Berkeley, South-sq, Gray's inn.
Bullen, John, Charmouth, Dorset, Esq. March 13. Hillman, Lyme Regis.
Cooke, Rev Stephen Atkinson, Oxford-st, Essex-rd, Islington, Clerk. Feb 26. Godwin & Pickett, King's Bench-walk, Temple.
Dolamore, Benj, Clarence-ter, Seven Sisters-rd, Holloway, Gent. March 1. Hammond, Farnival's-inn.
Garrod, Lucy, Fern Cottages, Grosvenor-rd, Stockwell, Spinster. Feb 26. Godwin & Pickett, King's Bench-walk, Temple.

Hutchinson, Jas Lomax, Lpool, Gent. March 1. Underhill, Lpool.
Loosemore, Hy, Newport, Isle of Wight, Tailor. March 1. Eldridge & Son, Newport.
Newbury, Wm, Roman-rd, Islington, Publican. March 12. Gorn, South Molton-st, Oxford-st.
Newnham, Mary, Cross-on-the-Hill Farm, Warwick, Farmer. April 23. Lane, Stratford-upon-Avon.
Nicolson, Rev Alex Dunbar, Nowshera, Punjab, India, Clerk. March 2. Tomlin, Old Broad-st.
O'Neal, Very Rev Jas Canon, Grove-rd, St John's-wood, Clerk. Feb 27. Norris & Sons, Bedford-row.
Pfeiffer, Ann, Hammersmith, Widow. Feb 22. Morrison, Reigate.
Pigott, Chas, Stainsbury, St Leonard's-on-Sea, Sussex, Esq. May 1. Walker & Martineau, King's rd, Gray's-inn.
Smith, Mary Ann, Church-st, Camberwell, Widow. March 1. Blakeley & Beswick, Bedford-row.
Taylor, Arabella, Worlabey, Linc.in. March 18. Goy, Burton-m-Humber.
Wheeler, John, Long Compton, Warwick, Baker. March 1. Tilley & Wilkins, Chipping Norton.
Wilson, Wm, Cambridge-sq, Hyde-pk, Esq. March 18. Fearon & Co, St George-st, Westminster.

TUESDAY, Jan. 26, 1869.

Andrew, Wm, Brighton, Sussex, Beer Retailer. Feb 14. Everah & Shapland, Brighton.
Ball, John, Stansley Wood, Blithfield, Stafford, Clerk of Works. March 15. Riley, Wolverhampton.
Basnett, Jas, Bunyan House, Sydenham-pk, Esq. March 22. Balderton, Bedford-row.
Coldwell, Benj, Sheffield, Gent. March 25. Branson & Son, Sheffield.
Cowlishaw, Hy, Shardlow, Derby, Farmer. March 31. Briggs & Bailey, Bolton-le-Moors.
Davies, Wm, Saville-pl, Mile End-rd, Gent. March 25. Donno, Princess-st, Spitalfields.
Egley, Hy, Worksopp, Nottingham, Corn Dealer. Feb 25. Whall.
Hargreaves, John, Fendleton, Lancaster, Esq. March 13. Cunliffe & Leaf, Manch.
Houghan, Robt Russell, North Shields, Northumberland, Draper. Feb 20. Oliver & Botwell, Sunderland.
Holland, Jas, Cardiff, Glamorgan, Horse Dealer. March 1. Morris, Cardiff.
Hoo'e, Abraham, Daisy Bank, Sheffield, Grinder. March 25. Branson & Son, Sheffield.
Jones, John, Clock House, Wandsworth, Esq. April 1. Travers & Co, Throgmorton-st.
Ogden, Joseph, Manch, Rope Manufacturer. March 15. Storer, Manch.
Orbell, Jane, Abbots Lipton, Huntingdon, Widow. April 21. Margitts & Son, Huntingdon.
Palmer, Arthur Hare, Weston super-Mare, Somerset, Attorney. March 31. King & Plummer, Bristol.
Rainbow, Ediz Anne, Viera-cottages, Hammersmith, Widow. March 11. Inman & Inman, Bath.
Stephenson, Frank Hall, Cork-st, Burlington-gardens. Feb 27. Beaumont & Co, Lincoln's-inn-fields.
Thackray, Wm, York, Butcher. March 1. Phillips, York.
Trotter, Geo, Stockton, Durham, Land Agent. May 20. Newby & Co, Stockton.
Walker, Joseph, Bath, Gent. March 1. Mande, St Winchester-st-bldgs.
Williams, Wm, Chorlton-upon-Medlock, Lancaster, Provision Dealer. March 15. Storer, Manco.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 22, 1869.

Ainsworth, John, Over Darwen, Lancaster, Draper. Jan 13. Comp. Reg Jan 19.
Beetlestone, John, Shiffall Salop, Tailor. Dec 23. Asst. Reg Jan 21.
Billing, Alfred Joseph, & Charles Earley Billing, Oxford-st, Ironmongers. Dec 23. Asst. Reg Jan 20.
Buckle, Francis, Westbourne-grove, Bayswater, Upholsterer. Jan 1. Comp. Reg Jan 20.
Buer, Henry Wells, Claremont-pl, Brixton-rd, Grocer. Dec 31. Comp. Reg Jan 18.
Case, John, Weymouth, Dorset, Furniture Dealer. Dec 21. Comp. Reg Jan 20.
Chapman, John, Great Driffield, York, Sack Manufacturer. Jan 23. Comp. Reg Jan 19.
Clarke, Thos, Shiffall, Salop, Carrier. Dec 31. Comp. Reg Jan 21.
Coleman, Hy, Walton-st, Chelsea, Builder. Dec 24. Comp. Reg Jan 21.
Coop, Wm, Manch, Licensed Victualler. Dec 9. Comp. Reg Jan 20.
Cowie, Philip, Harrison, Dursley, Gloucester, Licensed Victualler. Jan 12. Comp. Reg Jan 20.
Craig, Andrew, Newcastle-upon-Tyne, Grocer. Dec 11. Asst. Reg Jan 23.
Dodd, Thos, Willenhall, Stafford, Carter. Dec 23. Comp. Reg Jan 19.
Evans, Evan, Llanrwst, Denbigh, Tinnan. Dec 11. Comp. Reg Jan 20.
Garner, Danl, Leicester, Shoe Manufacturer. Dec 16. Asst. Reg Jan 20.
Griffin, Benj, Snakes-lane, Woodford, & Fredk Wm Palmer, Westfields, Mitcham, Livery Stable Keepers. Jan 20. Comp. Reg Jan 20.
Greening, Joseph, & Thos Robson Thompson, Bradford, York, Coach Builders. Dec 28. Comp. Reg Jan 21.
Grosz, Michael, Bernard, Abbey-st, Bethnal-green, & Richd Wm Otto, Rochs, Moulding Manufacturers. Jan 7. Asst. Reg Jan 20.
Hood, Saml, King William-st, Iron Merchant. Dec 8. Comp. Reg Jan 19.
Kilner, Jas, Shelly York, Woolen Manufacturer. Dec 22. Comp. Reg Jan 19.
Lydford, Geo, Wincanton, Somerset, Carpenter. Dec 16. Asst. Reg Jan 21.
Marshall, Geo Wm, Maidstone, Kent, Tobacconist. Dec 23. Comp. Reg Jan 19.
Martin, Thos Williams, Tavistock, Devon, Hair Dresser. Dec 31. Comp. Reg Jan 21.
Mawdsley, Hy, Southport, Lancaster, Clerk. Jan 12. Comp. Reg Jan 21.

Miles, Richard, Stourbridge, Worcester, Engineer. Jan 23. Comp.
 Reg Jan 21.
 Morley, Seth, Yendon, York, Farmer. Jan 19. Comp. Reg Jan 22.
 Hall, Mark, Buxton, Derby, Joiner. Jan 6. Comp. Reg Jan 20.
 Northover, Charles, Andover, Hants, Grocer. Jan 7. Comp. Reg Jan 21.
 Pawley, Thos, Goldsmith-st. Carpenter. Jan 11. Comp. Reg Jan 21.
 Farman, John, Basingbourn, Cambridge, Brewer. Dec 23. Asst. Reg Jan 20.
 Peatfield, Isaac, Kingston-upon-Hull, Boot Maker. Dec 18. Asst. Reg Jan 20.
 Bost, Jas, Romsey, Southampton, Bootmaker. Dec 31. Asst. Reg Jan 22.
 Robinson, Jas Wilson, Saddleworth, York, Grocer. Dec 21. Comp. Reg Jan 22.
 Sanders, Fredk, Ombersley, Worcester, Innkeeper. Dec 22. Asst. Reg Jan 22.
 Tyler, Ebenezer, Chelmsford, Essex, Upholsterer. Dec 28. Comp. Reg Jan 20.
 Walder, Hy, Church-st, Croydon, Corn Dealer. Dec 28. Asst. Reg Jan 20.
 Ward, Thos, & Jas Tollitt Ward, Lpool, Wool Brokers. Jan 20. Comp. Reg Jan 21.
 Wilson, David, Kennington-rd, Lambeth, Cabinet Maker. Jan 9. Comp. Reg Jan 18.
 Yates, Wm, Buxton, Derby, Butcher. Jan 9. Asst. Reg Jan 21.
 Zucker, Chas, Chalk Farm-rd, Haverstock-hill, Jeweller. Jan 13. Comp. Reg Jan 21.

TUESDAY, Jan. 26, 1869.

Arbon, Chas, Great Yarmouth, Norfolk, Builder. Jan 1. Comp. Reg Jan 22.
 Baker, Geo, Grange-rd, Kentish-town, Grocer. Jan 11. Comp. Reg Jan 25.
 Bate, Wm, & Hy Turner, Kidderminster, Worcester, Drapers. Dec 7. Asst. Reg Jan 23.
 Bernard, Thos, Marlborough, Wilts, Cordwainer. Jan 2. Comp. Reg Jan 23.
 Bloomer, Fredk Archer, Birm, Tailor. Jan 15. Comp. Reg Jan 23.
 Briggs, Hy Dakin, Birm, Plumber. Dec 29. Asst. Reg Jan 26.
 Bullock, Wm, & Joseph Western, Southport, Lancaster, Jewellers. Dec 31. Comp. Reg Jan 25.
 Cohen, Davl, Lpool, Outfitter. Dec 31. Asst. Reg Jan 26.
 Cousins, Edwin, Corbin, Margate, Kent, Builder. Dec 31. Asst. Reg Jan 25.
 Duxbury, Eliz, Simonstone, Lancaster, Widow. Dec 23. Asst. Reg Jan 23.
 Ford, Hy, Newbury, Berks, Printer. Jan 13. Comp. Reg Jan 26.
 Freeman, Ann, Framlingham, Suffolk, Bookseller. Dec 31. Asst. Reg Jan 22.
 Gales, Joseph, Hastings, Sussex, Tailor. Dec 26. Asst. Reg Jan 23.
 Gregg, Jas, Hounslow, Inspector of Weights and Measures. Jan 9. Comp. Reg Jan 25.
 Hall, Robert, Great Varley, Essex, Tailor. Jan 7. Comp. Reg Jan 21.
 Hall, Lamb, Craven-rd, Paddington, Hosier. Jan 6. Asst. Reg Jan 23.
 Howe, Thos, Wilmslow, Chester, Joiner. Dec 20. Asst. Reg Jan 23.
 Honeymann, Joseph, & Hellan Stor Honeymann, North Shields, Northumberland, Steam Boat Owners. Dec 28. Asst. Reg Jan 25.
 Howard, Cecil, St Luke's-rd, Westbourne-pk, Clerk. Jan 20. Comp. Reg Jan 23.
 Lambert, Alphoash, Hatton-Garden, General Agent. Dec 21. Comp. Reg Jan 22.
 Manley Hy, Ipplepen, Devon, Surgeon. Jan 1. Asst. Reg Jan 25.
 Marsden, Richd, Eiland, York, Woolen Spinner. Dec 23. Comp. Reg Jan 23.
 Moore, Aaron, Leeds, Beerhouse Keeper. Jan 24. Asst. Reg Jan 25.
 Moorehouse, Geo, Masborough, York, Miller. Dec 23. Asst. Reg Jan 25.
 Ogg, Geo, Kilburn College, Schoolmaster. Jan 5. Comp. Reg Jan 25.
 Richards, John Paul, Bognor, Sussex, Cabinet Maker. Dec 18. Asst. Reg Jan 25.
 Sheen, Wm, Middle-row, Spitalfields-market, Draper. Jan 7. Comp. Reg Jan 22.
 Shepherd, Thomas, Elm-grove, Brixton-hill, Builder. Jan 2. Comp. Reg Jan 23.
 Vaughan, Wm, Bristol, Jeweller. Jan 4. Asst. Reg Jan 26.
 Webster, Hy Foggy, Darlington, Durham, Grocer. Jan 9. Comp. Reg Jan 25.
 White, Wm, Rotherham, York, Grocer. Dec 31. Asst. Reg Jan 23.
 White, John, Birm, Corn Dealer. Jan 19. Asst. Reg Jan 25.

Bankrupts.

FRIDAY, Jan. 22, 1869.

To Surrender in London.

Acorn, Jas, Prisoner for Debt, London. Pet Jan 19 (for pau). Brougham. Feb 10 at 1. Biddies, South-sq, Gray's-inn.
 Baldwin, John, Leadenhall-st, Tailor. Pet Jan 20. Pepsys. Feb 11 at 1. Baylis & Son, Church-st-chambers, Old Jewry.
 Balls, Hy, Soham, Cambridge, Market Gardener. Pet Jan 11. Pepsys. Feb 4 at 11. Doyle & Co, Verulam-bldgs, Gray's-inn.
 Badden, John, Bermondsey New-rd, Clothier. Pet Jan 29. Feb 10 at 2. Biddies, South-sq, Gray's-inn.
 Beesley, Thos, Prisoner for Debt, Springfield. Adj Jan 16. Pepsys. Feb 11 at 12.
 Berncastle, John Adam Julius, Tonbridge, Kent, Assistant Schoolmaster. Pet Jan 18. Pepsys. Feb 4 at 3. Sole & Co, Aldermanbury.
 Birchley, Benj John, Stone, Kent, Butcher. Pet Jan 15. Feb 8 at 1. Godfrey, Hatton-garden.
 Bost, Chas, Bradford-rd, Wells-rd, Sydenham, Builder. Pet Jan 18. Feb 8 at 2. Steadman, London-wall.
 Braham, Joseph, Prisoner for Debt, London. Adj Jan 19. Murray. Feb 8 at 11.
 Butcher, Benj, Woodford, Essex, Blacksmith. Pet Jan 18. Pepsys. Feb 4 at 12. Godfrey, Hatton-garden.
 Canavin, Wm, Desboro-pl, Harrow-rd, Tailor. Pet Jan 19. Pepsys. Feb 4 at 1. Clarke, St Mary's-sq, Paddington.

Carleton, Robt Wood, Goswell-rd, Grocer. Pet Jan 18. Roche. Feb 3 at 11. Matthews & Co, Leadenhall-st.
 Churchhouse, Jane, High-st, Camden-town, Glass Dealer. Pet Jan 20. Murray. Feb 3 at 1. Greator, Chancery-lane.
 Collier, Edwin, Glengall-rd, Cabitt-town, Poplar, Carman. Pet Jan 18. Roche. Feb 3 at 12. Godfrey, Hatton-garden.
 Craddock, Saml, Florence-rd, Kennington, out of business. Pet Jan 20. Pepsys. Feb 11 at 1. Long, Pitfield st, Hoxton.
 Dixon, Chas Parrish, Prisoner for Debt, London. Pet Jan 18 (for pau). Roche. Feb 3 at 1. Watson, Basinghall-st.
 Edwards, Jonathan, Prisoner for Debt, London. Pet Jan 15 (for pau). Brougham. Feb 8 at 2. Dobie, Gresham-st.
 Farhall, Chas Warren, Haver-pl, Clapham-rd, Comm Agent. Pet Jan 18. Feb 10 at 1. Brown, Basinghall-st.
 Grand, John, King's-rd, Chelsea, Bot Maker. Pet Jan 20. Pepsys. Feb 11 at 1. Ryan, Lincoln's-inn-flds.
 Harding, Robt Stanton, Prisoner for Debt, London. Adj Jan 19. Murray. Feb 8 at 11.
 Harris, Thos John, Prisoner for Debt, Suffolk. Adj Jan 14. Feb 17 at 11.
 Harvey, Thos, Cambridge, Builder. Pet Jan 19. Feb 10 at 1. Cole, Essex-st, Strand.
 Hembery, Wm Beal, Harrow-rd, Tailor. Pet Jan 19. Roche. Feb 3 at 1. Biddies, South-sq, Gray's-inn.
 Hinckley, Hy, Douglas-pl, Queen's-rd, Bayswater, Barman. Pet Jan 20. Pepsys. Feb 11 at 1. Wright, Chancery-lane.
 Huddy, Fanny Rebecca, Grosvenor-pl, Piccadilly, Housekeeper. Pet Jan 19. Pepsys. Feb 11 at 12. Wood, Crooked-lane.
 Howard, Jonathan, Fenchurch-st, Attorney. Pet Jan 15. Roche. Feb 3 at 12. Carpenter, Carlton-chambers, Regent-st.
 Hussey, Hy, Station-rd, Camberwell New-rd, Beerhouse Keeper. Pet Jan 18. Roche. Feb 3 at 12. Nash, Arlington-st, New North-rd.
 Jones, Wm, Prisoner for Debt, London. Adj Jan 19. Murray. Feb 8 at 11.
 Jones, Mary Ann, Nelson-st, Albion st, Rotherhithe, no business. Pet Jan 19. Feb 10 at 1. Ody, Trinity-st, Southwark.
 Lewis, Jas Thos, Barnard's-inn, Holborn, out of employment. Pet Jan 18. Feb 10 at 12. Oliver, King-st, Cheapside.
 Margrie, Wm, Alexander-ter, St George's rd, Camberwell, Carpenter. Pet Jan 16. Feb 10 at 2. Rigby, Basinghall-st.
 Mather, Chas, Winchester-st, Finsbury, no business. Pet Jan 19. Pepsys. Feb 4 at 2. Watson, Basinghall-st.
 Nicoll, John, Upper East Smithfield, Cabinet Maker. Pet Jan 19. Murray. Feb 1 at 1. Baddeley & Son, Lemon-st.
 North, Ephraim Jas, Stratford, Essex, Licensed Victualler. Pet Jan 15. Feb 8 at 1. Wyatt, Arthur-st East, London-bridge.
 Peirce, Alfred Edwd, Hatton-garden, Agricultural Engineer. Pet Jan 19. Pepsys. Feb 4 at 2. Hurford & Co, Farnival's-inn.
 Petterph, Cecil, Warwick-st, Finsbury, Fork Butcher. Pet Jan 18. Roche. Feb 3 at 12. Davis, Golden-sq, Regent-st.
 Prior, John, Edmond's-ter, Stockwell, Ham Dealer. Pet Jan 16. Pepsys. Feb 4 at 1. Pittman, Guildhall-chambers.
 Rapley, Chas, Wandsworth-rd, Manager to a Beerhouse Keeper. Pet Jan 15 (for pau). Pepsys Feb 4 at 12. Dobie, Gresham st.
 Salmon, Wm, Broad Chalk, nr Salisbury, Wilts, Tailor. Pet Jan 13. Feb 8 at 2. Rigby, Basinghall-st.
 Saunders, Isaac, Ranelagh-ter, Piccadilly, Plumber. Pet Jan 18. Pepsys. Feb 4 at 1. Hall, Fenchurch-st.
 Skates, Fredk, Gt Smith-st, Westminster, out of employment. Pet Jan 19. Roche. Feb 3 at 1. Gostley, Bow-st, Covent-garden.
 Spain, Hy Chas, Ramsgate, Kent, Tavern Keeper. Pet Jan 18. Roche. Feb 3 at 11. Mason & Co, Gresham-st.
 Soliaque, Wm Leicester Ravenscroft, Barking, Essex, Licensed Victualler. Pet Jan 19. Roche. Feb 3 at 1. Harrisons, Walbrook.
 Terry, Thos, Faversham, Kent, Smith. Pet Jan 18. Feb 10 at 12. Moss, Gracechurch-st.
 Underhay, Saml Fowler, Prisoner for Debt, Dorchester. Adj Jan 14. Pepsys. Feb 4 at 2.
 Versluis, Henri, Prisoner for Debt, London. Adj Jan 19. Murray. Feb 8 at 11.
 Want, Jas Joseph, Tottenham, Bootshop Keeper. Pet Jan 20. Murray. Feb 1 at 11. Seale, Frederick-st, Gray's-inn-rd.
 White, Wm John, Eden-pl, Auckland-ter, Laver-rd, Battersea, Baker. Pet Jan 16. Roche. Feb 3 at 11. Halse & Co, Cheapside.
 Wynch, Wm Maling, Care, Suffolk, no business. Pet Jan 19. Roche. Feb 3 at 12. Lawrence & Co, Old Jewry-chambers.

To Surrender in the Country.

Aherman, Letitia Martha, Cirencester, Gloucester. Pet Jan 18. Anderson. Cirencester, Feb 8 at 12. Mullings & Co, Cirencester.
 Arm, Chas, Walsall, Stafford, Bis Manufacturer. Pet Jan 19. Walsall, Feb 22 at 12. Daiguan & Co, Walsall.
 Baker, Wm, Longton, Stafford, Baker. Pet Jan 18. Keary, Stoke-upon-Trent, Feb 6 at 11. Stevenson, Stoke-upon-Trent.
 Bantick, Fredk, Prisoner for Debt, Chesterton. Adj Jan 15. Hestwick, Soham, Feb 3 at 11. Bye, Soham.
 Bell, Robt, Skeiton, York, Musician. Pet Jan 11. Perkins, Stokesley. Feb 3 at 1. Wilcox, Stokesley.
 Bell, Geo, Prisoner for Debt, Durham. Adj Jan 13. Gibson, Newcastle-upon-Tyne, Feb 4 at 12. Hoyle, Newcastle-upon-Tyne.
 Bellwood, Robt Julius, Leeds, Dealer in Flour. Pet Jan 16. Marshall, Leeds, Feb 18 at 12. Harlo, Leeds.
 Berresford, Danl, Butt-lane, Stafford, Miner. Pet Jan 19. Slaney, Newcastle-under-Lyne, Feb 6 at 11. Salt, Tunstall.
 Bidwile, John, Teignmouth, Devon, Master Master. Pet Jan 20. Fidsley, Newton Abbot, Feb 2 at 11. Floud, Exeter.
 Blackman, Mary Ann, Brighton, Sussex, House Keeper. Pet Jan 18. Evershed, Brighton, Feb 6 at 11. Ruaneels, Brighton.
 Dourne, David, Tunstall, Stafford, Butcher. Pet Jan 20. Challinor, Hanley, Feb 13 at 11. Salt, Tunstall.
 Bowser, Geo, Prisoner for Debt, Cardiff. Adj Jan 13. Wilds, Bristol. Feb 3 at 11.
 Brooks, Wm Clemens, Swansea, Glamorgan, Tea Dealer. Pet Jan 19. Morris, Swansea, Feb 4 at 2. Clifton, Swansea.
 Brown, Jas, Darby, General Dealer. Pet Dec 31. Weller, Darby. Feb 10 at 13. Heath, Darby.
 Burndroit, Wm, Butt-lane, Stafford, Miner. Pet Jan 19. Slaney, Newcastle-under-Lyne, Feb 6 at 11. Salt, Tunstall.

Burton, Joseph, Tipton, Stafford, Boat Steerer. Pet Jan 14. Walker.
 Dudley, Feb 4 at 12. Stokes, Dudley.
 Russell, Wm, Bath, Painter. Pet Jan 16. Smith. Bath, Feb 1 at 11.
 Slack & Co, Bath.
 Cook, Robt, Prisoner for Debt, Kingston-upon-Hull. Adj Jan 13.
 Phillips. Kingston-upon-Hull, Feb 7 at 12.
 Daggar, Edwd, Dudley, Worcester, Grocer. Adj Aug 6. Walker.
 Dudley, Feb 4 at 12. Hodgson, Birm.
 Davies, Thos, Swansea, Glamorgan, Butcher. Pet Jan 5. Morris.
 Swansea, Feb 3 at 2. Morris, Swansea.
 Derrick, Wm, Prisoner for Debt, Bristol. Adj Jan 16. Wilde. Bristol.
 Feb 3 at 11.
 Elliott, Ehos, Portlaid, out of business. Pet Jan 16. Waugh.
 Cuckfield, Jan 26 at 11. Lamb, Brighton.
 Evans, Benj, Aberdare, Glamorgan, Collier. Pet Jan 19. Rees. Aberdare, Feb 2 at 11. Rosser, Aberdare.
 Foyle, John, Warjour, Wiltas, Shoemaker. Pet Jan 20. Burridge.
 Shaftesbury, Feb 6 at 12. Swyer, Shaftesbury.
 Frost, John Thos, Washwood-heath, Warwick, Grocer. Pet Jan 19 (for pau). Tudor. Birm, Feb 3 at 12. James & Griffin, Birm.
 Golden, Felix, Brecon, Hair Dresser. Pet Jan 19. Wilde. Bristol.
 Feb 3 at 11. Nash, Bristol.
 Hardwicke, Saml Wm, & Ainsworth Leviok, Sheffield, Comm Agents.
 Pet Jan 15. Wake. Sheffield, Feb 3 at 1. Binney & Son, Sheffield.
 Harries, Neville, Cardiff, Glamorgan, Tailor. Pet Jan 13. Wilde.
 Bristol, Feb 3 at 11. Gammon, Cloak-lane.
 Hasluck, John Geo Fred, Handsworth, Stafford, out of business. Pet
 Jan 10. Hill. Birm, Feb 3 at 12. James & Griffin, Birm.
 Heard, Joshua, Swansea, Glamorgan, Fruiterer. Pet Jan 16. Morris.
 Swansea, Feb 2 at 2. Smith, Swansea.
 Horsley, John, Derby, Hairdresser. Pet Jan 16. Weller. Derby, Feb
 10 at 12. Gamble, Derby.
 Hughey, Thos, Wellingborough, Northampton, Bootclosser. Pet Jan
 19. Burnham. Wellingborough, Feb 3 at 11. White, Northamp-
 ton.
 Hunt, Wm, Rowley Regis, Stafford, Licensed Victualler. Pet Jan 19.
 Tudor. Birm, Feb 5 at 12. Lowe, Dudley.
 Jackson, Emelia Emeline, Prisoner for Debt, Taunton. Adj Jan 16.
 Wilde. Bristol, Jan 3 at 11.
 James, Richd, Castletown, Stafford, Builder. Pet Jan 20. Spilsbury.
 Stafford, Feb 3 at 11. Bowen, Stafford.
 Jolley, Jas, Windesham, Surrey, Flour Miller. Pet Jan 13. Gregory.
 Chertsey, Feb 1 at 11.
 Jennings, Jeremiah, Ryde, Isle of Wight, Licensed Victualler. Pet
 Jan 18. Blake. Newport, Feb 6 at 11. Beckingsale, Newport.
 Kilner, Geo, Kirkheaton, York, out of business. Pet Jan 1. Jones.
 Huddersfield, Feb 12 at 10. Drake, Huddersfield.
 King, Wm, Yaxley, Huntingdon, Carpenter. Pet Jan 10. Gaches.
 Peterborough, Feb 2 at 11. Deacon, Peterborough.
 Lawson, Wm, Hunslet, Leeds, Baker. Pet Jan 13. Marshall. Leeds,
 Feb 10 at 12. Hardwick, Leeds.
 Leach, Jas Wm, Prisoner for Debt, Kingston-upon-Hull. Adj Jan 13.
 Phillips. Kingston-upon-Hull, Feb 4 at 11.
 Legg, Thos, Nottingham, Boot Salesman. Pet Jan 10. Patchitt.
 Nottingham, Feb 24 at 10.30. Wood, Nottingham.
 Lipson, Emanuel, Landport, Hanis, Journeyman Butcher. Pet Jan
 13. Howard. Portsmouth, Feb 6 at 12. Champ, Portsea.
 Martin, Richd Alfred, Withyham, Sussex, Grocer. Pet Jan 18. Pear-
 less. East Grinstead, Feb 18 at 12. Cripps, Tonbridge.
 Meaking, Walter, Madeley, Stafford, Coal Merchant. Pet Jan 19.
 Slaney. Newcastle-under-Lyme, Feb 6 at 11. Sheppard, Crewe.
 Millington, Jas, Sheffield, Saw Maker. Pet Jan 13. Wake. Sheffield,
 Feb 3 at 1. Dyson, Sheffield.
 Millington, Percy, Prisoner for Debt, Manch. Adj Nov 17. Fardell.
 Manch, Feb 9 at 11.
 Morris, Tomkins, Cape Warwick, Warwick, Miller. Pet Jan 15 (for
 pau). Tibbitts. Warwick, Feb 6 at 11.
 Moton, Hugh, Sunderland, Durham, Clothier. Pet Jan 19. Gibson.
 Newcastle-upon-Tyne, Feb 4 at 12. Hoyle & Co, Newcastle-upon-
 Tyne.
 Nash, Daniel, Chesham, Monmouth, Hotel Keeper. Pet Jan 10.
 Wilde. Bristol, Feb 3 at 11. Bevan, Bristol.
 Noble, John, Carlisle, Cumberland, Rope Manufacturer. Pet Jan 18.
 Hailton. Carlisle, Feb 4 at 11. Dobinson, Carlisle.
 Nuellens, Chas Alex Julius, Torquay, Devon, Hotel Keeper. Pet Jan
 16. Exeter, Feb 4 at 1. Daw & Son, Exeter.
 Plimsole, John, Exeter, Journeyman Whitesmith, Pet Jan 10. Daw.
 Exeter, Feb 4 at 11. Campion, Exeter.
 Plumley, Edwd, Stockton-on-Tees, Durham, Foreman Ironworker. Pet
 Jan 20. Crosby. Stockton-on-Tees, Feb 3 at 11. Cismmetts,
 Stockton-on-Tees.
 Podesta, John, Torquay, Devon, Fruiterer. Pet Jan 16. Fidsley.
 Newton Abbot, Feb 2 at 11. Carter, Torquay.
 Pogood, Nath, Upper Thong, York, Ironmonger. Pet Nov 5. Jones.
 Holmfrith, Jan 8 at 10. Sykes, Huddersfield.
 Pritchard, Geo, Wellesbourne Mountford, Warwick, Beer Retailer. Pet
 Jan 15 (for pau). Hobbes. Stratford-on-Avon, Feb 3 at 11.
 Rees, Richd, Swansea, Glamorgan, Licensed Victualler. Pet Jan 5.
 Morris. Swansea, Feb 3 at 2. Smith, Swansea.
 Roberts, Robt, Skillington, Lincoln, Cottager. Pet Jan 18. Grantham.
 Feb 5 at 11. Maim, Grantham.
 Roberts, Wm Robt, Barnetby-le-Wold, Lincoln, Surgeon. Pet Jan 20.
 Leeds, Feb 10 at 12. Robbs, Brigg.
 Sage, Thos, jun, Prisoner for Debt, Bristol. Adj Jan 16. Wilde.
 Bristol, Feb 3 at 11.
 Salt, Jas, Prisoner for Debt, Northampton. Pet Jan 14. Gaches.
 Peterborough, Feb 2 at 11. Deacon, Peterborough.
 Sandford, Edwd, Baschurch, Salop, Surgeon. Pet Jan 19. Tudor.
 Birm, Feb 5 at 12. James & Griffin, Birm.
 Scatley, Wm, New England, Peterborough, Northampton, Engine
 Driver. Pet Jan 20. Gaches. Peterborough, Feb 2 at 11. Law,
 Stamford.
 Slater, Wm, jun, Litchurch, Derby, out of business. Pet Dec 23.
 Weller. Derby, Feb 10 at 12. Briggs, Derby.
 Slater, John, Milom, Cumberland, Boot Maker. Pet Jan 18. Gibson.
 Newcastle upon Tyne, Feb 4 at 11.30. Hoyle & Co, Newcastle-upon-
 Tyne.

Smith, Wm, Chesterfield, Derby, Hatter. (Pet Jan 18. Waka.
 Chesterfield, Feb 9 at 11. Gee, Chesterfield.
 Smith, Edmund Fras, Burton-on-Trent, Stafford, out of business.
 Pet Jan 20. Leeds, Feb 3 at 12. Smith, Derby.
 Stanforth, Joseph, Troway, Derby, SicksleSmith. Pet Jan 14. Waka.
 Chesterfield, Feb 9 at 11. Gee, Chesterfield.
 Sternfeld, Wm, Swansea, Ship Broker. Pet Jan 11. Morris. Swansea,
 Feb 2 at 2. Clifton, Swansea.
 Swindell, Wm, Woodville, Derby, Miller. Pet Jan 15. Dewes.
 Ashby-de-la-Zouch, Jan 30 at 2. Wilson, Burton-on-Trent.
 Tasker, Jas, Rainhill, Lancaster, Miller. Pet Jan 19. Lpool, Feb 4 at
 11. Samuelli, Lpool.
 Trowsdale, Jas, Stockton, Durham, Architect. Adj Jan 11. Crosby.
 Stockton-on-Tees, Feb 3 at 11. Brignall, Durham.
 Walker, Jas Furness, Prisoner for Debt, Worcester. Adj Jan 11.
 Dudley. Worcester, Feb 4 at 12.
 West, Chas Alfred, Whitesley, Cambridge, Blacksmith. Pet Jan 20.
 Gaches. Peterborough, Feb 2 at 11. Deacon, Peterborough.
 Wilson, Benj, Bramley, Leeds, Music Seller. Pet Jan 19. Leeds, Feb
 8 at 11. Carr, Leeds.
 Wood, Richd, Meltham, York, Ironfounder. Pet Jan 8. Jones.
 Huddersfield, Feb 12 at 10. Crayon, Huddersfield.
 Woodhouse, Joseph, Halifax, York, Innkeeper. Pet Jan 19. Rankin.
 Halifax, Feb 2 at 10. Holroyde & Smith, Halifax.

TUESDAY, Jan. 26, 1869.

To Surrender in London.

Alcock, Fredk, Windsor, Berks, Licensed Victualler. Pet Jan 21.
 Murray. Feb 8 at 12. Wilding, Titchbourne-st, Edgware-rd.
 Biggs, Fredk, Lefevre-rd, Old Ford, Bow, Flour Factor. Pet Jan 22.
 Murray. Feb 8 at 12. Girdwood, Old Jewry-chambers.
 Billings, Fredk Daymond, Prisoner for Debt, Maidstone. Adj Jan 16.
 Pepps. Feb 11 at 1.
 Booker, Geo, Prisoner for Debt, Maidstone. Adj Jan 20. Feb 22 at 11.
 Brett, Fred, Thosdald's-rd, Holborn, Grocer. Pet Jan 23. Murray.
 Feb 8 at 1. Merriman & Co, Queen-st, City.
 Caerren, Pieter Bicker, St Dunstan's-hill, Wine Merchant. Pet Jan 21.
 Pepps. Feb 11 at 1. Lewis & Co, Pudding-lane.
 Cutbill, Fredk Edmund, Worship-sq, Finsbury, Cabinet Maker. Pet
 Jan 20. Pepps. Feb 11 at 12. Hilton, Upper Clifton-st, Finsbury.
 Davis, Hy, Prisoner for Debt, Winchester. Adj Jan 18. Feb 22 at 11.
 Edwards, David, Southtown, Suffolk, Baker. Pet Jan 22. Murray. Feb
 8 at 1. Linklaters, Walbrook.
 Epps, Wm Jas, Prisoner for Debt, Maidstone. Adj Jan 20. Pepps.
 Feb 11 at 2.
 Flint, John, Hayes Common, Kent, Ballast Burner. Pet Jan 23. Mur-
 ray. Feb 8 at 1. Marshall, Lincoln's-inn-fields.
 Friedlander, Dennis, Belmont-pl, Wandsworth, Comm Agent. Pet Jan
 20. Murray. Feb 8 at 12. Nind, Basinghall-st.
 Frost, Chas, Prisoner for Debt, Lewis. Adj Jan 18. Pepps. Feb 11
 at 11.
 Golding, Fredk, Plough-rd, Rotherhithe, Manager of a Beerhouse.
 Pet Jan 21. Pepps. Feb 11 at 12. Waghorne, Harp-lane.
 Gooderson, John, Prisoner for Debt, London. Adj Jan 20. Murray.
 Feb 8 at 11.
 Goodwin, Alfred Fredk, Princes-ter, Earl's-cr-rd, Old Brompton, Shoe
 Maker. Pet Jan 21. Murray. Feb 8 at 1. Pittman, Guildhall-
 chambers, Basinghall-st.
 Hewson, John, Gorleston, Suffolk, Smack Owner. Pet Jan 21. Mur-
 ray. Feb 8 at 12. Brighton, Bishopsgate-st Without.
 Hollis, Geo, Prisoner for Debt, London. Pet Jan 20 (for pau). Brong-
 ham. Feb 10 at 2. Biddles, South-sq, Gray's-inn.
 Lewis, Richd Fellows, Albemarle-st, Clerkenwell, Umbrella Maker.
 Pet Jan 10. Feb 10 at 2. Parkes, Beaufort-bldgs, Strand.
 Manser, Hy David, Green-st, Kent, Grocer. Pet Jan 21. Feb 17 at 11.
 Doyle & Co, Verulam-bldgs, Gray's-inn.
 Munday, Wm, Prisoner for Debt, London. Pet Jan 21 (for pau). Brong-
 ham. Feb 17 at 11. Kimberley, Scott's-yard, Bush-lane.
 Noone, Fredk Augustus, Prisoner for Debt, Maidstone. Adj Jan 20.
 Pepps. Feb 11 at 2.
 Norman, Chas, Gt Barton, Suffolk, Tile Maker. Pet Jan 21. Pepps.
 Feb 11 at 1. Nicholas & Co, Cook's-cr, Lincoln's-inn.
 Palmer, John Drake, Crescent-pl, Fulham-rd, Brompton, Painter. Pet
 Jan 22. Feb 17 at 11. Olive, Portsmouth-st, Lincoln's-inn-fields.
 Richmond, Phillip, Prisoner for Debt, Maidstone. Adj Jan 20. Mur-
 ray. Feb 8 at 12.
 Russell, Chas Josse Watts, Cambridge Heath-bridge, Hackney, Builder.
 Jan 19. Feb 10 at 2. Hope, Ely-pl.
 Scovell, Jas Hy, Southampton, Sail Maker. Pet Jan 22. Pepps. Feb
 11 at 2. Stocken & Jupp, Leadenhall-st.
 Taylor, Thos Moulding, Newbury, Berks, Engineer. Pet Jan 23 (for
 pau). Murray. Feb 8 at 1. Wood & Co, Raymond's-buildings
 Gray's-inn.
 Warner, Geo, Prisoner for Debt, London. Pet Jan 21 (for pau). Mur-
 ray. Feb 8 at 12. Biddles, South-sq, Gray's-inn.
 Welton, John, Prisoner for Debt, London. Adj Jan 20. Murray. Feb
 8 at 11.
 Woods, Arthur Wm, Queen's-sq, Eldon-st, Finsbury, Carpenter. Pet
 Jan 23. Pepps. Feb 11 at 2. Spiller & Son, South-pl, Finsbury.

To Surrender in the Country.

Ackerley, Peter, John Stone, Stafford, Potter's Fireman. Pet Jan 21.
 Keary. Stoke-upon-Trent, Feb 6 at 11. Young, Longton.
 Allen, John, Shrewsbury, Salop, Carpenter. Pet Jan 20. Peels.
 Shrewsbury, Feb 6 at 12. Marcy, Wellington.
 Ashworth, Jordan, Barnsley, York, Shopkeeper. Pet Jan 21.
 Shepherd. Barnsley, Feb 9 at 11. Rogers, Barnsley.
 Ashkam, David Robt, Howden, York, Innkeeper. Pet Jan 25. Leeds,
 Feb 10 at 12. Hind, Howden.
 Barnes, Wm, Wrexham, Denbigh, Innkeeper. Adj Jan 18. Reid.
 Ruthin, Feb 8 at 11. Fugh, Wrexham.
 Bell, Joseph, St John's, Cumberland, Farmer. Pet Jan 23. Broatch.
 Keswick, Feb 11 at 11. Lowthian, Keswick.
 Bicknell, Chas, Walsall, Stafford, Process Server. Pet Jan 20.
 Walsall, Feb 22 at 11. Brevitt, Garliston.
 Bowen, Margaret, Blama, Monmouth, out of business. Pet Jan 21.
 Shepard. Tredegar, Feb 16 at 11. Harris, Tredegar.
 Brayshaw, Milfred, Harrogate, York, out of business. Pet Jan 14.
 Gilt. Knaresborough, Feb 3 at 10. Harle, Leeds.

Wake.
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Swansea.
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Cardwell, John, Lpool, out of business. Pet Jan 21. Hime. Lpool, Feb 9 at 3. Blackhurst, Lpool.
Cotton, Mary, Ashton New Town, Birm, Dressmaker. Pet Jan 22. Guest. Birm, Feb 19 at 10. Parry, Birm.
Corbett, Geo, Lawnswood, Stafford, out of business. Pet Jan 20. Harward. Stourbridge, Feb 8 at 10. Collis, Stourbridge.
Davis, Wm, Dawley, Salop, Boot Manufacturer. Pet Jan 21. Hill. Birm, Feb 10 at 12. Taylor, Wellington.
Dewker, Wm, Ambleside, Westmoreland, Greengrocer. Pet Jan 20. Taylor. Ambleside, Feb 10 at 11. Heelis, Hawkshead.
Elliot, John, Cardiff, Glamorgan, Publican. Pet Jan 22. Langley. Cardiff, Feb 8 at 11. Solomon, Cardiff.
Fothergill, Benj, Oseet Low Common, York, out of business. Pet Jan 21. Nelson. Dewsbury, Feb 11 at 3. Wainwright & Co, Wakefield.
Gale, Saml Arthur Park, Colchester, Essex, Coach Builder. Pet Jan 11. Barnes. Colchester, Feb 7 at 3. Goody, Colchester.
Gilbert, Arthur, Tamworth, Stafford, Tailor. Pet Jan 23. Hill. Birm, Feb 10 at 12. Nevill, Tamworth.
Goodall, Seml, Birm, Fruiterer. Pet Jan 21. Guest. Birm, Feb 19 at 10. Rowlands, Birm.
Gould, Danl, Honiton, Devon, Attorney-at-Law. Pet Jan 23. Exeter, Feb 8 at 12.30. Terrell & Petherick, Exeter.
Green, Arthur, Penny Stratford, Buckingham, Boot Maker. Pet Jan 22. Farrott. Newport Pagnell, Feb 10 at 4. Conquest & Stimson, Bedford.
Griffin, Isaac, Greeting, Gloucester, Farmer. Pet Jan 23. Plumbe. Wincobomb, Feb 8 at 10. Wood, Wincobomb.
Griffiths, Thomas, Pembroke Dock, Pembroke, Superannuated Shipwright. Pet Jan 19. Lanning. Pembroke, Feb 8 at 10. Dunn, Pembroke Dock.
Hamer, Jas, Torquay, Devon, Plumber. Pet Jan 23. Pidsley. Newton Abbot, Feb 9 at 11. Pegam, Torquay.
Horsfall, Wm, Sheffield, Dealer in Electroplate. Adj Jan 16. Leeds, Feb 17 at 12.
Inland, Chas, Edge-hill, nr Lpool, Licensed Victualler. Pet Jan 25. Lpool, Feb 11 at 11. Eddy, Lpool.
Jones, John Arthur, Brierley-hill, Stafford, Innkeeper. Pet Jan 21. Harward. Stourbridge, Feb 8 at 10. Wall, Stourbridge.
Jones, Evan, Bedford, Retired Relieving Officer. Pet Jan 20. Hinrich, Bedford, Feb 3 at 12. Conquest & Stimson, Bedford.
Jones, John, Pwllhel, Carnarvon, Pig Dealer. Adj Dec 14. Owen. Pwllhel, Feb 3 at 10. Roberts.
Jones, Wm, Pwllhel, Carnarvon, Pig Dealer. Adj Dec 14. Owen. Pwllhel, Feb 10 at 10. Roberts. Pwllhel.
Kean, Jas, jun, Alnwick, Northumberland, Cogger. Pet Jan 20. Wilson. Alnwick, Feb 6 at 10. Busby, Alnwick.
Lagg, Geo Wm, Birm, Painter. Pet Jan 21. Guest. Birm, Feb 19 at 10. Parry, Birm.
Lalgh, Thos, Lancaster, Bolton, Labourer. Pet Jan 21. Holden. Bolton, Feb 10 at 10. Ramwell, Bolton.
Locke, Walter, Sheffield, Britannia Metal Manufacturer. Pet Jan 20. Leeds, Feb 17 at 12. Bateson & Co, Lpool.
Makin, Geo, Lpool, Grocer's Assistant. Pet Jan 22. Hime. Lpool, Feb 9 at 3. Masters, Lpool.
Mallinson, Wm, Mirfield, York, Woollen Draper. Pet Jan 21. Nelson. Dewsbury, Feb 11 at 3. Ibberson, Dewsbury.
Neburg, Auguste Von, Prisoner for Debt, Taunton. Pet Jan 22. Wilde. Bristol, Feb 8 at 11. Beckingham, Bristol.
Neves, Hy, Rye, Sussex, Licensed Victualler. Pet Jan 19. Butler. Rye, Feb 2 at 12. Philbrick, Hastings.
Newbery, Wm, Gt Yarmouth, Norfolk, Agent. Pet Jan 21. Chamberlain. Gt Yarmouth, Feb 9 at 12. Stanley, Norwich.
Paling, Wm, Brand Broughton, Lincoln, Tailor. Pet Jan 21. Newton. Newark, Feb 11 at 10. Bolk, Nottingham.
Pearson, Richd Parrish, Kingswinford, Stafford, Ground Bailiff. Pet Jan 22. Harward. Stourbridge, Feb 8 at 10. Stokes, Dudley.
Penn, Silvester, Gt Hale, Lincoln, Miller. Pet Jan 20. Peake. Seaford, Feb 8 at 11. Harrison, Lincoln.
Price, Thos Geo, Chatham, Kent, Wheelwright. Pet Jan 22. Acworth. Rochester, Feb 5 at 12. Hayward, Rochester.
Raynor, Joseph, Pudsey, York, Drysalter. Adj Jan 16. Bradford, Feb 12 at 9.15.
Richter, Geo, Hadleigh, Suffolk, Tailor. Pet Jan 1. Newman. Hadleigh, Feb 8 at 3. Jennings, Ipswich.
Roberts, Hy, Dinas, Glamorgan, Builder. Adj Sept 12. Spickett. Pontypridd, Feb 6 at 12.
Rowley, Richd Ghent, Birm, Auctioneer. Pet Jan 15 (for pau). Guest. Birm, Feb 19 at 10.
Rudge, Thos, Much Birch Hereford, Licensed Victualler. Pet Jan 21. Tudor. Birm, Feb 5 at 12. Edmunds, Newent.
Saul, Jas, jun, Doncaster, York, Journeyman Bricklayer. Pet Jan 20. Leeds, Feb 17 at 12. Woodhead, Doncaster.
Slator, David, Sutton St Mary, Lincoln, Blacksmith. Pet Jan 20. Caparn. Holbeach, Feb 8 at 11.30. Sturton, Holbeach.
Smelling, Wm Forster, Sittingbourne, Kent, Tailor. Pet Jan 20. Hills. Sittingbourne, Feb 6 at 12. Parsons, King William-st, Charing cross.
Sprent, Wm, Alington, Devon, Artist. Pet Jan 22. Exeter, Feb 8 at 11. Friend, Exeter.
Taylor, Saml, Aston, nr Birm, Comm Agent. Pet Jan 21. Guest. Birm, Feb 19 at 10. Coleman, Birm.
Thomas, Thomas Brown, Dudley, Worcester, Licensed Victualler. Pet Jan 23. Walker. Dudley, Feb 11 at 12. Shakespeare, Oldbury.
Turner, John, Everton, Lancaster, Dairyman. Pet Jan 22. Lpool. Feb 8 at 11. Richardson & Co, Lpool.
Tuxo, Philip, Lpool, Water Clerk. Pet Jan 21. Hime. Lpool, Feb 8 at 3. Bellringer, Lpool.
Wilson, Chas Stuart, Prisoner for Debt, Lancaster. Adj Aug 20. Lpool, Feb 8 at 11.
Wells, John, Kendal, Westmoreland, Butcher. Pet Jan 21. Wilson. Kendal, Feb 8 at 10. Thomson.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 23, 1869.

Tudor, Edw Chas Buchanan, St George's, Shiffnal, Salop, Plumber. Jan 13.

TUESDAY, Jan. 26, 1869.

Smith, Geo, Thraucroft, Leicester, Carpenter. Jan 30.

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Date.....
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Security (state shortly the particulars of security, and, if land or buildings, state the net annual income).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

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Table Spoons	1	10	0	0	1	13	0	2	4	0	2	19	0
Desert ditto	1	0	0	0	1	10	0	1	12	0	1	15	0
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